Dismissed
Divided opinion
Affirmed

Filed 7
Dec 9. 1867

SUPREME COURT OF THE UNITED STATES.

No. ~~220~~. ~~128. 62. 40 37.~~
~~34~~ 35. 16

JOHN JOHNS and MARTHA ANNE JOHNS his wife, formerly Martha Anne Manly, App'ts,

vs.

THE UNION BANK OF FLORIDA, RICHARD K. CALL et al.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF FLORIDA.

GIDEON, Printer.

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SUPREME COURT OF THE UNITED STATES.

No. 209.

JOHN JOHNS and MARTHA ANNE JOHNS his wife, formerly Martha Anne Manly, App'ts,

vs.

THE UNION BANK OF FLORIDA, RICHARD K. CALL et al.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF FLORIDA.

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To the Hon. the Judges of the Supreme Court of the United States:—

The petition of Martha Ann Johns, formerly Manly, and of John Johns *de jure uxore*, with whom your petitioner Martha Ann intermarried since the decision of the suit of Martha Anne Manly, formerly Parkhill, *v.* The Union Bank of Florida and others hereinafter mentioned,

Humbly showeth that the said Martha Anne Johns is the same plaintiff in a suit in chancery brought in the United States District Court for the Northern District of Florida, under the name and style of "Martha Anne Manly, formerly Parkhill, a citizen of and a resident in the State of Virginia, against The Union Bank of Florida, Daniel Meinertzhagen, Richard K. Call, Wm. D. Moseley, administrator *de bonis non administratis* of the goods and chattels of Samuel Parkhill, dec'd; David C. Wilson, Richard A. Shine, William Bloxham, Amos Lee, Edw'd Houston, Benj. F. Whitter, James Kirksey, James Ormond, Green H. Chaires, Rob't W. Williams, Edw'd Carrington Cabell, Richard Hayward, Wm. Ware, Solomon Mathers, Robert H. Gamble, trustee of Jane N. Anderson, Jacob Elliot, Wm. Gorman, Zachariah Jerkins, Thomas G. Gaskins, who are citizens of Florida; and John Ponder, Wm. G. Ponder, and Hansell R. Seward, who are citizens of Georgia; and Perry L. Barronton, a citizen of Florida. That a final decree was entered in the said suit on the sixth day of August in the year one thousand eight hundred and fifty-five, by which the said bill of the said Martha Anne Manly was dismissed, denying the plaintiff's right to dower in the estate of her first husband, Samuel Parkhill, dec'd; which claim was fully asserted in said bill, as will appear by reference to the bill, where it is shown that Samuel Parkhill, the first husband of your petitioner, the said Martha Anne, was a resident of the then Territory—now State—of Florida. That he died in the year one thousand eight hundred and forty-one intestate, leaving your petitioner, the said Martha Anne, his widow and divers children; that she afterwards married Hiram Manly, in November, 1843, with whom she lived until the year 1853, when the said Hiram Manly departed this life; and during her second widowhood the above mentioned suit was instituted and decided; and since the decision of said suit your petitioner has intermarried with the said John Johns, who in right of his wife joins in this petition as a necessary party at law, but claiming no interest whatsoever in the result of the suit by virtue of a marriage contract with the said Martha Anne. That the said Samuel Parkhill at the time of his death was the owner of and had in his possession a large number of slaves, amounting to over two hundred and eleven, as appears by a copy of a record marked (A I) filed with the bill in

this cause, but and before the final trial thereof, embracing an inventory of the slaves of said Parkhill. After the death of said Parkhill your petitioner, the said Martha Anne, qualified as administratrix of the goods and chattels of her husband the said Parkhill, and was proceeding to the discharge of her duties as such, when on the 22d day of March, one thousand eight hundred and forty-four, the letters of administration which had been granted to her were revoked, and afterwards, on the 22d of April following, letters of administration were granted to your petitioner, the said Martha Anne, and to Wm. D. Moseley—the said Hiram Manly being administrator *de bonis non* by virtue of his intermarriage aforesaid.

The said slaves, in the aforesaid inventory came into the hands of said Wm. D. Moseley, administrator *de bonis non*, who took the management of the estate in his own hands.

The said Samuel Parkhill in his lifetime became a subscriber to the stock of the Union Bank of Florida, and executed several mortgages to secure the payment of the amounts due for shares thus subscribed to, which mortgages were upon sundry slaves. The said Parkhill, being a stockholder in said bank, frequently borrowed money therefrom. An abstract of the debts and mortgages given by said Parkhill is contained in a copy of said printed pamphlet, marked (A I), pp. 22, 23, 24. By the laws in force in the territory of Florida during the existence of the marriage between the said Samuel Parkhill and your petitioner, the said Martha Anne, and even to this day unrepealed, the said Martha Anne was entitled upon the death of her husband, the said Samuel, as her dower to one-third part in quality, quantity, and value of said slaves by said Samuel Parkhill owned and possessed at the time of his death, to be by her held, used, and enjoyed as her property for and during her natural life.

The said Martha Anne never signed the mortgages executed by said Samuel Parkhill, conveying the *slaves* to the Union Bank, or in any way or manner relinquished her dower to the slaves owned by her husband, the said Samuel, at the time of his death, nor is it claimed by the said defendants, or asserted in their answers, that she ever relinquished her dower right to them.

Shortly after the appointment of said Wm. D. Moseley as administrator *de bonis non* of the said Samuel Parkhill, and the reappointment of your petitioner, Martha Anne, and after her marriage with the said Hiram Manly, the whole of the slaves in the aforesaid schedules named and described, and which came into the possession of the said administrator and administratrix, *de bonis non*, were by the defendants above named illegally, tortuously, and without any just right or title taken out of their possession, and before any allotment had been made to your petitioner, the said Martha Anne, of any portion or share of the said slaves, to which she was justly and legally entitled to as her dower aforesaid.

Upon the testimony of James T. Archer, and others admitted on the trial of this cause, and not denied or controverted by the defend-

ants, it appears that full notice was given the purchasers, that they were buying the said slaves subject to the widow's dower. The said defendants, however, disregarded the said notice, and continued to purchase the slaves, which, with their increase, they have held, as appears by reference to the answers of R. K. Call and the other defendants, and also according to Schedule (C), containing a list of the slaves taken by each of said defendants, which schedule was appended to the bill, made a part thereof, exhibited on the trial of the cause, and in the main undenied and uncontroverted.

It is contended by the said defendants, that they purchased said slaves at a sale made by the marshal of the territory of Florida, by virtue of a levy made under an execution in his hands, sued out of the Superior Court for the county of Leon in the Middle District of the Territory of Florida, dated the 20th day of March, 1845. (See copy of the pamphlet, marked (A. I), p. 14, and other executions therein mentioned against the estate of Saml. Parkhill, dec'd.)

The execution referred to was issued in the house of the Union Bank of Florida. Your petitioner, the said Martha Anne, is advised and contends that the said execution was illegally issued, and that the levy and sale were likewise illegal, because the said slaves were, at the time when said judgment was rendered, the property of Martha Anne Manly, administratrix, and Wm. D. Mosely, administrator *de bonis non* of Samuel Parkhill, and not the property of the defendants in said judgment and writ of execution named and described. (See bill, p. 8, and copy of exhibit (A I), p. 14.

By which it appears that the letters of administration granted to Martha Anne Manly had been revoked by the judgment of the Superior Court of Leon county, and letters of administration *de bonis non* administratis granted to Wm. D. Mosely, and to your petitioner, the said Martha Anne (for a more particular account of which, see bill, p. 8).

It is also pretended by the defendants that your petitioner, the said Martha Anne, is deprived of her just demand for dower, because Moseley, one of the administrators, consented to the sale; but your petitioner contends that she is not bound by the consent of Moseley, to any extent, especially to the extent of a virtual relinquishment of dower, when it should be observed that she forbid the sale through her legal adviser and attorney, James T. Archer (see his testimony), and that, being a married woman, she could not proceed farther than she did in asserting her claims.

Your petitioner, the said Martha Anne, is also advised that the said judgment was improperly and illegally rendered by the Circuit Court of Leon, inasmuch as the territorial authorities, by which the Union Bank had been created, had ceased, and with it the corporation of the bank itself, for Florida ceased to be a territory on the third of March, 1845, and the judgment was rendered on the 20th day of March, after the Territory had become a State, and your petitioner, the said Martha Anne, is advised that a territorial legislature could

make no grant of powers that would be binding on a State, or create a corporation that would survive the existence of the territory, and prolong itself into the time of its inauguration as a State. The corporation of the Union Bank of Florida was, by its charter, to last forty years, but long before its charter would have expired the Territory had become a State, and the charter expired at that time. As a law, the act incorporating the bank was repealed by the act of Congress which admitted the State of Florida into the Union, which was upon an equal footing with the other States. Would this equality exist if an act incorporating any institution could be fastened upon the people of a State, either by territorial legislation under the sanction of Congress, or by the direct act of Congress itself? If this institution could last forty years, why not indefinitely? It is also believed that the said bank had lost its power to sue in the courts of law of the State of Florida, because its charter was incompatible with the provisions of the constitution of the State, vide art. XIII., sec. VI., constitution of Florida, and act of the territorial legislature incorporating the Union Bank. Thompson's Dig. p. 284.

By the act of the territorial legislature of Florida incorporating the Union Bank, it is expressly declared, that in the mortgages to be given as security for stock taken in accordance with its charter, that the wife shall relinquish dower. (Thompson's Dig. of the Laws of Florida, p. 288, sec. 14.) By the law of the same territory, still the law of the State of Florida, under the chapter entitled "Estates in Dower," it is expressly enacted that the wife shall be entitled to dower in one-third part of the slaves with which her husband died possessed, "*and that such claims shall have preference over all others.*" (Thompson's Dig., p. 185, sec. 11.) Which last clause has been the subject of judicial decision by the Court of Appeals for the Territory of Florida, and it was decided that the words, "and such claims shall have preference over all others," gave the widow her one-half or one-third part of the personalty, irrespective of the claims of creditors at large. (Vide manuscript copy of the case of McCall *v.* McCall, decided at Jan. Term, 1834, not reported, but filed with the original papers in this cause, and also the opinion of the court. See also Thompson's Dig. of the Laws of Fl'a, note B., p. 185.) And this decision, according to the testimony of James T. Archer, filed by consent of the parties in this cause, was considered the law for the distribution of dower in personal property. Your petitioner, the said Martha Anne, refers to the allowance of dower granted her, of one-third part of the profits of the slave labor, by the Court of Probate for Leon County, from the time of the death of said Parkhill to the time of the illegal sale of the slaves, which claim was not only sanctioned by the court, but unopposed even by any of the creditors of the said Samuel Parkhill. Which fact is set forth in the amended bill of your petitioner, the said Martha Anne, and also sustained by the testimony of James T. Archer and others, filed by consent in the cause, in the court below, and not denied in the

amended answers of any of the defendants; and acquiesced in by said Wm. D. Moseley, adm'r, &c. On the sixth day of August, one thousand eight hundred and fifty-five, the cause was brought on for final decision, at which time the bill of your petitioner was dismissed. Your petitioner, the said Martha Anne, is advised that the decree of the Hon. Judge Bronson is erroneous:—

1st. Because it denied the just and legal claim to dower set up by your petitioner, and refused to restore the slaves in the possession of the defendants to the plaintiff your petitioner, on which a lien for dower exists by virtue of the statute of Florida, in existence at the time of the death of the said Samuel Parkhill.

2d. In dismissing the bill, your petitioner was debarred the right of an order of account for the hires and profits of the said slaves held by said defendants from the time of the illegal sale up to the present period.

3d. Because by dismissing the said bill, the court sanctioned the illegality of the judgment rendered on the 20th of March, 1845, when the bank and all of its chartered privileges had expired by law.

4th. Because the judgment on which the execution issued, under which the levy and sales of the slaves were made, was illegal, inasmuch as the execution issued in the name of the Union Bank *v.* Martha Anne Manly, described as administratrix, and Hiram Manly, as administrator, in right of his wife; when, as has been shown, no such parties were legally in existence, the property being in the hands of no such persons, but actually in other hands, as the legal representatives of the said Samuel Parkhill.

5th. Because in reference to the mortgage dated the 15th day of May, 1839, given to the Union Bank for twenty thousand dollars, the first instalment was not due until the first day of January, 1862, and the whole payable in instalments of five thousand dollars, at the period of two years each, until the last instalment was due, which was not until the first day of January, 1868. (See copy of the said mortgage filed with the original bill, and in the copy of the record submitted with this petition.

6th. Because if the mortgage lien was not sufficient to justify a decree by the court, in which the Union Bank had failed, it had no right to proceed against the parties by a judgment at law, and force a sale, to the deprivation of the widow of her dower. (Vide 1 Blanch. p. 161.)

7. The bank being insolvent at the time of the rendition of the judgments, had no right to subject the property of the said Parkhill to the payment of the debts he owed the bank, until he or his estate was indemnified for the amount of the shares he held, which it appears amounted to 1300 shares, for which he was responsible to the Territory of Florida, and not to the bank.

Therefore the said petitioner, Martha Anne, formerly Manly, but now Martha Anne Johns, in connection with her present husband John

Johns, pray that an appeal may be awarded to the said decree, and that it may be annulled, and such other decree rendered as may be proper.

MARTHA ANNE JOHNS,
JOHN JOHNS,
By their Counsel, WM. ARCHER COCKE.

I am humbly of opinion, that it is proper that the decree above alluded to should be reviewed by the Supreme Court of the United States.

WM. ARCHER COCKE,
An Att'y practising in the Sup. Ct. of the U. S.

I hereby allow the appeal as within prayed for.

JAMES M. WAYNE,
Associate Jus. Supreme Court U. S.
Washington, March 15th, 1860.

The United States of America, to the Union Bank of Florida, Daniel Meinertzhager, Richard K. Call, William D. Moseley, adm'r *de bonis non administratis* of the goods and chattels of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine, William Blosham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kerk-ey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, William Ware, Solomon Mathers, Robert H. Gamble, trustee of Jane N. Anderson, Jacob Elliot, William Gorman, Zachariah Jerkins, Thomas G. Gaskins, John Ponder, William G. Ponder, Hansell R. Seward, and Perry L. Barronton, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to an appeal filed in the clerk's office of the District Court of the United States for the Northern District of Florida, wherein John Johns and Martha Ann Johns, his wife, formerly Martha Ann Manly, are appellants, and you are appellees, to show cause, if any there be, why the decree rendered against the said appellants, as in the said appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable James M. Wayne, Associate Justice of the Supreme Court of the United States, this fifteenth day of March, in the year of our Lord one thousand eight hundred and sixty.

(Signed) JAMES M. WAYNE,
Associate Justice Supreme Court U. S.

I, Hancock Jackson, Marshal of the United States for the Eastern District of Missouri, hereby certify that I served the within citation by delivering a copy thereof to Edward Carrington Cabell in the city of St. Louis, in the Eastern District of Missouri, on this sixth day of October, A. D. 1860. HANCOCK JACKSON, U. S. Marshal.
By EDWARD HAREN, Jr., Deputy.

Marshal's fee, $2 00.

On this sixth day of October, in the year of our Lord one thousand eight hundred and sixty, personally appeared Edward Haren, Jr., before me, the subscriber, a commissioner of the Circuit Court of the United States for the Districts of Missouri, and makes oath that he delivered to Edward Carrington Cabell a true copy of tho citation, of which the within is a copy, on the 6th day of October, A. D. 1860.

EDWARD HAREN, JR.

BEN. F. HICKMAN,
U. S. Com'r Mo. Dist.

Dec'r Term, 1860. No. 209. Filed 18 Oct., 1860.

The United States of America to the Union Bank of Florida, Daniel Minertzhagen, Richard K. Call, William D. Moseley, adm'r de bonis non, admininistrators of the goods and chattels of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine. William Bloxham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kerksey, James, Ormond Green, H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, William Ware, Solomon Mathers, Robert H. Gamble, trustee of Jane N. Anderson, Jacob Elliot, William Gormon, Zachariah Jerkins, Thomas G. Gaskins, John Ponder, William G. Ponder, Hansell R. Seward, and Perry L. Barronton, greeting :—

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to an appeal filed in the clerk's office of the District Court of the United States for the Northern District of Florida, wherein John Johns and Martha Anne Johns, his wife, formerly Martha Anne Manly, are appellants, and you are to show cause, if any there be, why the decree rendered against the said appellants, as in the said appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable James M. Wayne, Associate Justice of the Supreme Court of the United States, this fifteenth day of March, in the year of our Lord one thousand eight hundred and sixty.

JAMES M. WAYNE,
Associate Justice Supreme Court U. S.

A true copy.

E. E. BLACKBURN,
U. S. Marshal.

On this third day of July, in the year of our Lord one thousand eight hundred and sixty, personally appeared Wm. Grothe, Deputy U. S. Marshal, before me, the subscriber, J. P. Bouse, Notary Public, and makes oath that he delivered a true copy of the within citation to Wm. D. Moseley on the 2d day of July, 1860, in person.

J. P. BOUSE, Notary Public.

Received this day a true copy of the within from E. E. Blackburn, U. S. Marshal, by his deputy, Wm. Grothe.
Pilatka, July 2d, 1860. W. DURANLEY, Adm'r.

Marshal's cost.

Service of citation,	$2 00
271 miles from Tallahassee to Paladka, a 6 cts.,	16 26
Copy and return,	30
	$18 56

Filed 29 Aug., 1860.

The United States of America,

To the Union Bank of Florida, Daniel Meinertzhager, Richard K. Call, William D. Moseley, adm'r de bonis non administratis of the goods and chattels of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine, William Bloxham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, William Ware, Solomon Mathers, Robert H. Gamble, Trustee of Jane N. Anderson, Jacob Elliott, William Gorman, Zachariah Jerkins, Thomas G. Gaskins, John Ponder, William G. Ponder, Hansell R. Seward, and Perry L. Barronton, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next, pursuant to an appeal, filed in the clerk's office of the District Court of the United States for the Northern District of Florida, wherein John Johns and Martha Anne Johns, his wife, formerly Martha Anne Manly, are appellants, and you are appellees, to show cause, if any there be, why the decree rendered against the said appellants, as in the said appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable James M. Wayne, Associate Justice of the Supreme Court of the United States, this fifteenth day of March, in the year of our Lord one thousand eight hundred and sixty.

JAMES M. WAYNE,
Associate Justice Supreme Court U. S.

State of Florida, County of Leon. Probate's Office.

Be it remembered that on this, the thirteenth day of July, in the year of our Lord one thousand eight hundred and sixty, personally appeared before me, the subscriber, A. P. Amaker, Judge Probate, E. E. Blackburn, U. S. Marshal, and J. H. Rhodes, D. Marshal, and makes oath that they delivered true copies of the within citation to Smith Simpkins, adm. of W. Ware, James Ormond, D. C. Wilson, W. N. Taylor, adm'r of Jacob Elliott, B. F. Whitner, and B. F. Whitner, President of Union Bank, James Lee, adm'r of Amos Lee,

Wm Bloxham, R. K. Call, R. A. Shine, James Kirksey, Green H. Chaires, Robert W. Williams, Richard Hayward, John Barce, adm'r of Solomon Mathers, Robert H. Gamble, Trustee, on A. Hopkins, adm'r of Z. Jerkins, T. G. Gaskins, William G. Ponder, and Perry L. Berrington, July 13th, 1860. E. E. BLACKBURN,
JOHN H. RHODES.

Sworn to and subscribed before me the day and year above written. A. P. AMAKER,
[SEAL.] Judge of Probate, Leon County, Florida.

Endorsed: John Johns and Wife *vs.* Union Bank et al. Citation. Filed 29th Aug. 1860. To be served on each of the defendants in error by leaving a copy with each, and this to be returned to me with service endorsed on the back. WM. ARCHER COCKE.

Service of 21 citations on this,	$42 00
260 miles travel at 6 cts.,	15 60
23 copies of citations at 30	6 90
Return of writ,	10
	$64 60
Add service and milage on Moseley,	18 56
	$83 16

Know all men by these presents, that we, John H. Parkhill, of the city of Baltimore, and State of Maryland, and Wm. Archer Cocke, of the city of Richmond and State of Virginia, are held and firmly bound unto the Union Bank of Florida, Daniel Meinertzhagen, Richard K. Call, William D. Moseley, administrators *de bonis non* administratis of the goods and chattles of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine, William Bloxham, Amos Lee, Edward Houston, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, William Ware, Solomon Mathers, Robert H. Gamble, trustee of Jane N. Anderson, Jacob Elliott, William Gorman, Zachariah Jenkins, Thos. G. Gaskins, John Ponder, Wm. G. Ponder, Hansell R. Seward and Perry L. Barrington in the full and just sum of five hundred dollars to be paid to the said the Union Bank of Florida, Daniel Meinertzhagen, Richard K. Call, Wm. D. Moseley, administrator *de bonis non*, administrator of the goods and chattels of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine, William Bloxham, Amos Lee, Edward Houston, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, Wm. Ware, Solomon Mathers, Robert H. Gamble, trustee of Jane N. Anderson, Jacob Elliott, Wm. Gormon, Zachariah Jenkins, Thos. G. Gaskins, John Ponder, Wm. G. Ponder, Hansell R. Seward and Perry L. Barrington, their certain attorney, executors, administrators, or assigns; to which payment well and truly to be

made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this day of January, in the year of our Lord one thousand eight hundred and sixty.

Whereas lately at a District Court of the United States for the Northern District of Florida, in a suit depending in said court, between Martha Anne Manly, formerly Parkhill, complainant, and the said the Union Bank of Florida, Daniel Meinertzhagen, Richard K. Call, Wm. D. Moseley, administrator *de bonis non* administratis of the goods and chattels of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine, William Bloxham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, William Ware, Solomon Mathers, Robert H. Gamble, trustee of Jane N. Anderson, Jacob Elliott, William Gormon, Zachariah Jenkins, Thomas G. Gaskins, John Ponder, William G. Ponder, Hansell R. Seward, and Perry L. Barrington, defendants; a decree was rendered against the said Martha Ann Manly, and the said Martha Anne Manly having since intermarried with one John Johns, and the said John Johns and Martha Anne Johns, formerly Martha Anne Manly, having obtained an appeal and filed a copy thereof in the clerk's office of the said court to reverse the decree in the aforesaid suit, and a citation directed to the said Union Bank of Florida, Daniel Meinetzhagen, Richard K. Call, William D. Moseley, administrator as aforesaid of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine, Wm. Bloxham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, Wm. Ware, Solomon Mathers, Robert Gamble, trustee of Jane N. Anderson, Jacob Elliott, Wm. Gorman, Zachariah Jerkins, Thomas G. Gaskins, John Ponder, Wm. G. Ponder, Hansell R. Seward and Perry L. Barrington, citing and admonishing to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next.

Now the condition of the above obligation is such, that if the said John Johns and Martha Anne Johns, his wife, shall prosecute their said appeal to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void, else to remain in full force and virtue.

Sealed and delivered in presence of

JOHN H. PARKHILL, [SEAL.]
WILLIAM ARCHER COCKE. [SEAL.]

Approved by JAMES M. WAYNE, [SEAL.]
Associate Justice Supreme C. U. S.

I, James D. Westcott, jr., clerk of the District Court of the United States for the Northern District of Florida, at Tallahassee

do hereby certify that the annexed paper is a true copy of an appeal bond filed in my office on the 24th day of March, A. D. 1860.

Witness my hand and seal of office at Tallahassee, this 24th day of March, in the year of our Lord one thousand eight hundred and sixty.

[SEAL.] JAMES D. WESTCOTT, JR., Clerk.

Endorsed: Martha Anne Johns, John Johns, *vs.* R. K. Call and the Union Bank of Florida and others.

Pleas at the city of Tallahassee, before the Honorable Isaac H. Bronson, "Judge of the United States District Court for the Northern District of Florida," in chancery sitting in and for said district, on Monday the 6th day of August, in the year of our Lord one thousand eight hundred and fifty-five, in a certain cause then and there pending wherein Martha Ann Manly, formerly Parkhill, a citizen of and resident in the State of Virginia, was complainant, and the Union Bank of Florida, a corporation created by a law of the State of Florida, and existing in said State under the laws thereof; Daniel Meinertzhagen, a subject of the Queen of Great Britain and Ireland; Richard K. Call, William D. Moseley, administrator *de bonis non* administratis of the goods and chattels of Samuel Parkhill, deceased, David C. Wilson, Richard A. Shine, William Bloxham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, William Ware, Solomon Mathers, Robert H. Gamble trustee of Jane N. Anderson, Jacob Elliott, William Gorman, Zachariah Jerkins, Thomas G. Gaskins, who are citizens of Florida, and William G. Ponder, Hansell R. Seward, citizens of the State of Georgia, and Perry L. Barronton, a citizen of the State of Florida, were defendants.

Be it remembered, that heretofore, to wit, on the 4th day of May, A. D. 1854, the complainant by her attorney, W. G. M. Davis, filed her bill of complaint in the words and figures following, to wit:—

United States of America, in the Northern District of Florida.

To the Honorable Isaac H. Bronson, Judge of said District, in Chancery sitting, at Tallahassee, in and for said District:

MARTHA ANNE MANLY, formerly Parkhill, a citizen of and resident in the State of Virginia, brings this her bill of complaint

AGAINST

"THE UNION BANK OF FLORIDA," a corporation created by a law of the State of Florida, and existing in said State under the laws thereof; DANIEL MEINERTZHAGEN, a subject of the Queen of Great Britain and Ireland; RICHARD K. CALL, WILLIAM D. MOSELEY, Administrator de bonis non administratis of the goods and chattels of Samuel Parkhill, deceased; DAVID C. WILSON, RICHARD A. SHINE, WILLIAM BLOXHAM, AMOS LEE, EDWARD

HOUSTOUN, BENJAMIN F. WHITNER, JAMES KIRKSEY, JAMES ORMOND, GREEN H. CHAIRES, ROBERT W. WILLIAMS, EDWARD CARRINGTON CABELL, RICHARD HAYWARD, WILLIAM WARE, SOLOMON MATHERS, ROBERT H. GAMBLE, TRUSTEE OF JANE N. ANDERSON, JACOB ELLIOTT, WILLIAM GORMAN, ZACHARIAH JERKINS, THOMAS G. GASKINS, who are citizens of Florida; and JOHN PONDER WILLIAM G. PONDER and HANSELL R. SEWARD, who are citizens of the State of Georgia; PERRY L. BARRONTON, who is a citizen of the State of Florida.

And thereupon your oratrix complains and says: That Samuel Parkhill, who was in his lifetime domiciled in the Territory (now State) of Florida, died in the year of our Lord one thousand eight hundred and forty-one, leaving your oratrix his widow and relict.

That on the day of November, in the year 1843, your oratrix intermarried with Hiram Manly, and continued to live with said Manly, as his wife, until the year 1853, when the said Hiram Manly departed this life.

That the said Samuel Parkhill, at the time of his death, was the owner of and had in his possession a large number of slaves, a list of whom is herewith filed, and is contained in pages six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), and twelve (12), of the printed pamphlet, marked AI, hereto annexed, and to which, or to such parts thereof as may be necessary, your oratrix craves leave to refer, as often as may be necessary in the progress of this cause.

That shortly after the death of said Samuel, your oratrix applied for and obtained letters of administration upon the goods and chattels of said Samuel Parkhill, and your oratrix entered upon the discharge of the duties thereby imposed upon her, and took possession of said slaves, and the other personal estate left by said Samuel Parkhill.

That on the 22d day of March, 1844, the letters of administration so granted to your oratrix, were, by the judgment of the Superior Court of Leon county, in the late territory of Florida, revoked, and all the goods and chattels of said Samuel Parkhill, including said slaves, were taken out of the possession of your oratrix, by order of said court.

That on the twenty-second day of April, 1844, letters of administration of the goods and chattels of said Samuel Parkhill left unadministered were, by the County Court of Leon county, granted to your oratrix and to said defendant, William D. Moseley; said Hiram Manly being in right of said Martha Anne administrator de bonis non of said Samuel.

That the said William D. Moseley furnished the security required by said County Court to be given upon said grant so made of letters of administration de bonis non, and that said Moseley claimed, and, so far as your oratrix was concerned, was permitted to take the sole and entire management and conduct of the affairs of the estate of

said Samuel Parkhill, your oratrix taking no part therein, and being totally unacquainted with all the important interests and concerns thereof.

That said slaves before mentioned came into the possession of said Moseley, as such administrator de bonis non of said Samuel, and were by him held and managed until the happening of the events hereinafter set forth.

That the said Samuel Parkhill in his lifetime became a subscriber to the stock of the Union Bank of Florida, and to secure the payment of the amount due by him for said stock, executed and delivered to said Union Bank of Florida sundry bonds and mortgages, which bonds were for various sums of money, and which mortgages were on and upon sundry slaves, part and parcel of the slaves before mentioned and described. And your oratrix shows to your honor that the abstract or statement of the amounts and dates of said bonds, and the statement of credits of said mortgages by said Samuel Parkhill, executed to secure the payment of said bonds, which abstract is contained on pages twenty-two (22), twenty-three (23), and twenty-four (24) of said printed pamphlet, AI, before referred to, is a true and correct statement; and your oratrix prays that the same may be taken as a part of this her bill of complaint, and that reference may be had thereto as often as may be necessary in the progress of this cause, the originals of said mortgages and bonds being in the possession of said defendant, the Union Bank of Florida.

That the said bonds and mortgages so by said Samuel executed and delivered to said Union Bank of Florida, were made in compliance with and in conformity to the requirements of the charter of said Union Bank of Florida, and were similar in form and substance to the copy of one of the said bonds and mortgages by the said Samuel Parkhill executed as aforesaid, which said copy is herewith filed, marked B, and prayed to be made an exhibit to this your oratrix's bill of complaint.

That by the laws in force in the territory of Florida during the existence of the marriage between said Samuel Parkhill and your oratrix, and which said laws were in full force and unrepealed at the time of the death of said Samuel, your oratrix was entitled upon the death of said Samuel Parkhill to receive as his widow one-third part in quality, quantity and value of the said slaves, by said Samuel Parkill owned and possessed at the time of his death, to be by your oratrix held, used, possessed, and enjoyed as her property for and during the term and period of her natural life.

That such share in said slaves so by your oratrix entitled to have allotted to her was subject to a fair and ratable portion of the incumbrances on said slaves existing by virtue of the said mortgages by said Samuel Parkhill executed as aforesaid, but that by the law aforesaid such share of such slaves was to be held by your oratrix free from any other claim of any creditor of said Samuel, and free of all liability for any debt or demand against the estate of said

Samuel Parkhill, your oratrix being entitled to such share in preference of all other creditors of said Samuel Parkhill.

That during the time when your oratrix held said slaves as administratrix of said Samuel Parkhill, she took no steps to have allotted and set apart to her the share of said slaves to which she was entitled, hoping to be able to pay off all the debts due by said estate with the earnings of said slaves and the product of the land of said Samuel, and not fearing the occurrence of any event that would injure her right to said portion or share of said slaves.

That after the marriage of your oratrix with said Hiram Manly, although your oratrix was anxious to prosecute her claim to the portion of said slaves to which she was and is entitled, and although she was deeply sensible of the hazards to which such claim was subjected by the acts hereinafter set forth, yet she was, by reason of her situation as a married woman, incapacitated from doing anything to protect or assert her claim to the said share or portion of said slaves, by her now asserted and sought to be obtained in this suit.

That shortly after the appointment of said William D. Moseley and your oratrix as administrators de bonis non of said Samuel Parkhill, and after the marriage of your oratrix to said Manly, the whole of said slaves before named and described, and which had come into the possession of said administrators de bonis non of said Samuel Parkhill, were by the defendants hereinafter named, illegally and tortiously, and without any just claim of right or title, taken out of the possession of said administrators de bonis non, and before any allotment had been made to your oratrix of any portion or share of said slaves, and said slaves have ever since been retained and withheld from said administrators de bonis non, and from your oratrix as the widow of Samuel Parkhill, so that your oratrix was and is thereby deprived of her just share and proportion of said slaves, to which she was and is entitled in the manner and for the causes and reasons before stated, and your oratrix files herewith a schedule marked C., containing a list of the slaves by each of said defendants taken as aforesaid.

That said defendant, Daniel Meinertzhagen, was one of the persons by whom said slaves were taken as aforesaid, and that said Meinertzhagan sold the slaves by him so taken to said Richard K. Call, who now has the same in his possession.

That certain of said defendants, particularly said defendants Wilson, Bloxham, and Ponder, have sold said slaves so by them taken possession of, and have received large sums of money therefor, which sales of said slaves so made by said defendants your oratrix charges were illegal, and were made for the end and purpose to hinder your oratrix in the prosecution of her just claim to a share in said slaves, as the widow of said Samuel.

That said defendants well knew at the time when they took said slaves into their possession, as before set forth, that your oratrix

was entitled to have allotted to her one-third of the slaves left by said Samuel, and that such allotment had not been made, and that your oratrix claimed that she was entitled to such share or portion of said slaves.

That since said defendants have had said slaves in their possession, they have received large sums of ready money, and have made large gains and profits by the labor and hire of said slaves, and are still in the receipt of profits from the hire and labor of said slaves.

That your oratrix is justly entitled to have allotted and set apart to her one-third in quantity, value and quality of the slaves left by said Samuel, as also all increase of the females of said slaves, for her dower or widow's share, as widow and relict of said Samuel Parkhill, and that in making such allotment your oratrix is entitled to have such share set apart to her out of such of the slaves of said Samuel Parkhill, by him possessed at the time of his death, as are now in the possession of defendants, and within the reach of the process of this honorable court, and that such share of one-third should be made by and with reference to the number, value and quality of the whole of the slaves so owned by said Samuel Parkhill at his death, and that your oratrix is entitled to have said third set apart to her without regard to any deficiency in the number, quality or value of said slaves, caused by the removal, sale or secretion of any of said slaves left by said Samuel, and that she has a lien on such of said slaves as are now in the possession of said defendants to the full extent of the entire share or portion of said slaves to which she was entitled at the time of the death of said Samuel, or at any time since.

That your oratrix is also entitled to receive a reasonable and just sum of money, for the loss of the use of the share of said slaves to which she was so entitled, and of which she has been deprived by the illegal acts of said defendants, and that such claim for hire and profits of such share of said slaves, is a lien upon such of the slaves as are now in the possession of said defendants.

That such of said defendants as have made sale of any of said slaves, or have caused the same to be carried away, so that the same are not subject to the power and authority of this honorable court, should be decreed to account for the value of said slaves and their hire.

That said defendants should be decreed to be trustees of said slaves and their hire, in trust for your oratrix, to the extent of her claim for her share or portion, to which she is entitled in and to the slaves of said Samuel Parkhill, and the title, if any, by said defendants set up to the said slaves by them held as aforesaid, should be declared to be illegal and invalid.

And your oratrix had well hoped that said defendant, William D. Moseley, as the administrator de bonis non of said Samuel Parkhill, deceased, would have protected said slaves of said Samuel Parkhill from being illegally taken into possession by those of said defendants

who it is hereinafter set forth have taken and now hold said slaves, and that said William D. Moseley would have allotted and have set apart to your oratrix her rightful and proper share of said slaves, to which she became entitled as the widow of said Samuel Parkhill, and that said defendants who had seized the said slaves, would have surrended the same, to be made subject to the claim of your oratrix to such share or portion, and would have permitted such an allotment thereof to be made to your oratrix, from and out of the slaves of said Samuel by them so held.

But so it is, may it please your honor, the said defendants, in concert with each other, and with divers persons to your oratrix unknown, but whose names, when discovered, your oratrix prays she may be at liberty to insert herein, with apt words to charge them as parties defendants hereto, pretend that your oratrix is not now and never was entitled to any share or portion of said slaves, because, as they allege, the said slaves being subject to the said mortgages by said Samuel Parkhill executed, that therefore your oratrix, as the widow of said Samuel, is not entitled to have any portion of said slaves allotted to her as the widow of said Samuel, whereas your oratrix charges that such pretence is false, and that although she admits that such mortgages are legal and valid incumbrances upon said slaves, yet she charges that she is entitled to have one-third of said slaves allotted to her, to be by her held subject to said incumbrance, and subject to the payment of so much of the debts by said mortgages secured as it may be requisite that such share or portion to be allotted to your oratrix, should be subjected to the payment of, after the rest and residue of said slaves have been sold and the proceeds of such sale applied to the discharge of said debts, and that as to such of said debts as are not due, your oratrix is entitled to hold said slaves until the maturity of said bonds not yet due, and that your oratrix is entitled, upon such allotment of one-third of said slaves being made to her, to pay off said incumbrances, and to stand as a creditor for such amount as she may pay of the same.

And said defendant, William D. Moseley, pretends that said slaves were taken out of his possession by a process of law, and that he was not able to prevent the same, and that he has been unable to recover said slaves from said defendants, who illegally seized the same, as before set forth, and that he has used all reasonable and proper efforts so to do, and that he was not prevented from the recovery of said slaves by any want of due and proper care, diligence, or wrongful act of him, the said William D. Moseley, all of which your oratrix alleges to be untrue, and that the loss of the possession of the said slaves by said William D. Moseley was occasioned by his negligence and wrongful management and conduct as the administrator de bonis non of said Samuel Parkhill.

And said defendants, Call, Wilson, Hayward, Bloxham, Houstoun, Lee, Whitner, Kirksey, Ormond, Chaires, Williams, Cabell, Mei-

nertshagan, Ponder, and Seward, at other times give out and pretend that they became the purchasers of such of the said slaves as were by them taken under legal and valid writs of execution, issued out of the Circuit Court of Leon County, in favor of the Union Bank of Florida, against the legal representatives of said Samuel Parkhill, and that by virtue of such purchase they became possessed of all the title in and to said slaves which was held by Samuel Parkhill at the time of his death, free from the claim of your oratrix to the share in said slaves by her claimed in this her bill of complaint, whereas your oratrix charges that such last mentioned pretences are false and untrue, and that no sale was ever made of such slaves under any valid process issued out of said court, against the representatives of said Samuel Parkhill, and that, as she is advised, said sale so set up by said defendants was illegal and void; that the pretended writ of execution under which said defendants claim to have made said purchase, was void, and that the judgment in said writ recited was and is a nullity, because, among other things, as your oratrix is advised, the said judgment was entered up in said court against Martha Ann Manly, as administratrix, and Hiram Manly, as administrator in right of said Martha Ann, his wife, of all and singular the goods and chattels of said Samuel, and said writ of fieri facias issued upon said judgment, commanded the seizure of the goods and chattels of said Samuel Parkhill in the hands of Martha Anne Manly, described as the administratrix, and Hiram Manly, described as the administrator in right of said Martha Anne, his wife, of the goods and chattels of said Samuel Parkhill, deceased, and that at the time when said judgment was rendered, the letters of administration granted to said Martha Anne, your oratrix, had been, by the judgment of said Superior Court of Leon County, revoked, and letters of administration de bonis non administratis of the goods and chattels granted, as before set forth, to Martha Anne Manly, your oratrix, and to said defendant, William D. Moseley, all of which fully appeared in the record and proceedings held in said Leon Superior Court at the rendition of said judgment, and that for the reasons, and because of said facts so in the record of said judgment appearing, the same was, by the judgment of the Supreme Court of the State of Florida, rendered on the ninth day of May, 1846, reversed, set aside, and declared to be null, void, and of none effect.

And your oratrix is advised that the levy of said execution upon said slaves and the sale thereof was illegal, because the said slaves were, at the time when said judgment was rendered, the property of Martha Ann Manly, administratrix, and William D. Moseley, administrator de bonis non of Samuel Parkhill, and not the property of the defendants in said judgment and writ of execution named and described.

And said last named defendants pretend that, by the judgment and decree of the Circuit Court of Leon County, rendered in certain actions at law in which said William D. Moseley, administrator, and

your oratrix, administratrix, and said Hiram Manly, in right of your oratrix, administrator de bonis non, were plaintiffs, and said defendants, Call, Ponder, Bloxham, Hayward, Chaires, and others of said defendants, were defendants, it was decided that the title by said defendants acquired to said slaves, by virtue of the said sales and purchase, was a good and valid title, and that all claim to dower in said slaves which your oratrix had, as the widow of said Samuel Parkhill, was, by force of said trial and decision, cut off and determined against your oratrix, whereas your oratrix charges that the acts of said William D. Moseley and said Hiram Manly, in relation to the sale made of said slaves as aforesaid, by means and in consequence of which said slaves were determined to be good and valid, in no way affects the claim of your oratrix herein set up; that said purchasers of said slaves had full notice at the time of said sale, that your oratrix claimed a widow's share in said slaves, under the laws before referred to; that your oratrix in no way assented to any of the said acts done by said Manly or said Moseley, at the time of said sale, and that your oratrix, by reason of her being, at the time of said sale, the wife of said Manly, was powerless to prevent said sale, or to assert her rights in the premises, and that her claim was in no wise prejudiced or affected by such trial and decision, nor by anything done by said Manly or said Moseley, during the time when your oratrix was under the legal disability aforesaid.

And some of said defendants pretend, that since said slaves have been in their possession, they have paid off and discharged a large amount of the debts by Samuel Parkhill due and owing, and for which said slaves were mortgaged, as aforsaid, whereas your oratrix charges such pretences to be false, and that if any payments have been made by said defendants of any debt of said Samuel Parkhill, that such payment was made in their own wrong, and that in fact and in truth the debts, if any, paid by said defendants, form no part of the debts secured by the said mortgage on the said slaves.

And the said Union Bank of Florida pretends, that besides the debts which your oratrix has herein admitted to be due by said Samuel Parkhill to said corporation, and to be a lien on said slaves in preference to the claim of your oratrix, that there are other large debts due by said Samuel to said Union Bank of Florida, which, although not specifically named in said deeds of mortgage, yet the said Union Bank of Florida asserts are secured thereby, by virtue of certain clauses in the charter of said corporation, whereas your oratrix charges that said claims so set up by said Union Bank of Florida are wholly groundless, and without any foundation in fact or in law.

All which actings, doings, and pretences are contrary to equity and good conscience, and tend to the manifest wrong and injury of your oratrix in the premises.

To the end, therefore, that the said Daniel Meinertshagen, Richard K. Call, William D. Moseley, David C. Wilson, Richard A.

Shine, William Bloxham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, William Ware, Solomon Mathers, William G. Ponder, Hansell R. Seward, Perry L. Barronton, Robert H. Gamble, Jacob Elliot, William Gorman, Zachariah Jerkins, Thomas G. Gaskins, Perry L. Barronton, The Union Bank of Florida, John Ponder, William G. Ponder, Hansell R. Seward, and their confederates, when discovered, may, if they can, show why your oratrix should not have the relief hereby prayed, and may, upon their several and respective corporal oaths, to the best and utmost of their several and respective knowledge, remembrance, information and belief, full, true, direct and perfect answer make to such of the several interrogatories hereinafter numbered and set forth, as by the note underwritten they are respectively required to answer, that is to say:—

1. Whether Samuel Parkhill did or not die in the year 1841, having, at the time of his death, his domicil in the territory of Florida, and whether or not complainant was the wife of said Samuel Parkhill at the time of the death of the said Samuel?

2. Whether or not said alleged grant of letters of administration on the estate of said Samuel, and the subsequent revocation of the same, and the grant of letters of administration de bonis non of said estate to William D. Moseley and your oratrix, did or not take place and occur as your oratrix has set forth?

3. Whether the marriage of your oratrix with said Hiram Manly, and the death of said Manly, did or not occur as stated by complainant?

4. Whether or not the slaves in said schedule or inventory, on pages 6, 7, 8, 9, 10, 11, 12 of said printed pamphlet AI, were or not the property of said Samuel, and in his possession at the time of his death?

5. Whether the said defendants have now or have at any time had in their possession or control the slaves by complainant hereinbefore stated to have been in their possession, and part and parcel of the slaves owned and possessed by said Samuel Parkhill at his death, and which came to the hands of complainant as administratrix of said Samuel; that each defendant answer and state the name, age, and sex of such of said slave or slaves as may be by them admitted to have been taken into their possession, and if any of said defendants have at any time had any of said slaves in their possession, but no longer hold the same, that they set forth how and to whom they disposed of said slave, and by whom the same is now owned, and if they have made sales thereof, that they state to whom, when and at what price such sale was made?

6. Whether any of the females of said slaves, by any of said defendants held as aforesaid, have had any increase, and if so, that they set forth which of said slaves have had issue, and the name, sex and

age of such issue, and whether the same is now living, and in whose possession?

7. Whether any of said defendants do or not claim title to the slaves by them held as aforesaid, and that they set forth by virtue of what act they obtained such pretended title?

8. Whether or not complainant is entitled to any portion or share of the said slaves by said defendants taken into their possession as aforesaid, and if so to what share, and whether any allotment has been made to your oratrix of any share of said slaves, or of any sum of money or any amount of property in lieu thereof, and whether complainant is not entitled to one-third of the slaves by said Samuel Parkhill owned at his death, free from all claims save those secured by said before stated mortgages made by said Samuel?

9. Whether said defendants have not realized large profits from the labor of said slaves by them respectively had in their possession?

10. Whether said Union Bank of Florida claims a lien on said slaves for any other, and if so what sums of money beyond and above those named in said deed of mortgage by said Samuel so executed as aforesaid?

And that said defendants set forth a full and true account and statement of the slaves by each and every one of them taken into his or their possession, and which slaves were part of the assets of said Samuel Parkhill, stating the name, age and sex of said slaves, together with the name, age and sex of the increase of the females of said slaves, born since said defendants have had possession of said slaves, and a full and true account of the rents, hires and profits by said defendants received or made by the labor of said slaves.

And that there be decreed to your oratrix one-third in quantity, quality and value of all the slaves by said Samuel Parkhill owned and possessed at the time of his death, to be by your oratrix held for and during her life, in virtue of her title as widow of said Samuel Parkhill, and that said one-third of said slaves be allotted to your oratrix, from out of and among the slaves of said Samuel Parkhill, now in possession of said defendants, and that in making said allotment, there be set apart and delivered to your oratrix the full equivalent of one-third, in quantity, quality and value of all the said slaves so by said Samuel Parkhill owned and possessed at his death, and that for the purpose of ascertaining such share, the whole of said slaves and their increase be taken into computation, but that in case any of said slaves shall be ascertained to be without the jurisdiction of this honorable court, such deficit shall be decreed to be made up from such slaves as are now in possession of said defendants and within such jurisdiction.

And that there be decreed to your oratrix one-third in quantity, quality and value of the increase of the females of said slaves, which have been born since the death of said Samuel.

And that said defendants who have had said slaves in possession as aforesaid, be decreed to pay to your oratrix such sums of money

as may be by your honor deemed to be reasonable and just, in respect of the hires and profits derived from the labor of said slaves, as a compensation to your oratrix for the loss and injury by your oratrix sustained by reason of the deprivation of the use of her one-third of said slaves.

And in case it shall appear that any of said defendants have sold or otherwise disposed of any of the said slaves by them taken into their possession, and shall fail to produce the same to abide the decree of the court, that they be decreed to pay such sum of money, for such failure to have said slaves forthcoming, and for the hire thereof, as may to your honor seem just, and may be necessary to make good the claim of your oratrix to her portion of the slaves of said Samuel Parkhill.

And that a receiver be appointed to take possession of said slaves, and hire the same under the direction of this honorable court, and that said defendants who have any of said slaves in their possession, be directed to deliver said slaves into the possession of such receiver, when so appointed.

And that the share or portion of said slaves so to be decreed to your oratrix, be decreed to be free from the claim or claims of all the debts due by said Samuel Parkhill, save and except the debts secured by said mortgages by said Samuel Parkhill executed as aforesaid, and that as to such debts, your oratrix be decreed to be entitled to pay off one third thereof, and to stand as a creditor therefor under said mortgages.

And that your oratrix may have such other and further relief in the premises as the nature and circumstances of the case may require, and to your honor shall seem meet.

And may it please your honor to grant unto your oratrix the writ of subpœna, to be issued from and under the seal of this honorable court, to be directed to said David C. Wilson, Richard A. Shine, William Bloxham, Amos Lee, Edward Houstoun, Benjamin F. Whitner, James Kirksey, James Ormond, Green H. Chaires, Robert W. Williams, Edward Carrington Cabell, Richard Hayward, William Ware, Solomon Mathers, Robert H. Gamble, Jacob Elliot, William Gorman, Zachariah Jerkins, Thomas G. Gaskins, Perry L. Barronton, The Union Bank of Florida, Richard K. Call, commanding and strictly enjoining them, by a certain day and under a certain penalty, to be therein limited and appointed, to be and appear before your honor, in this honorable court, full, true and perfect answer to make to all and singular the premises, and further to stand to, abide by, and perform such further order, direction, and decree therein as to your honor shall seem meet.

And that as to said William G. Ponder, John Ponder, and Hansell R. Seward, who are residents of the State of Georgia, and said Daniel Meinertshagan, who is a subject of the Queen of Great Britain, and without the jurisdiction of this honorable court, your oratrix prays that upon their being found within said jurisdiction, that pro-

cess may issue against said Ponders, Seward, and Meinertshagan, to make them parties defendant to this her bill of complaint.

And that your oratrix may have such other and further relief in the premises as the nature of the case may require, and as may to your honor seen meet. W. G. M. DAVIS,

Solicitor for Complainant.

Exhibit C.

List of slaves of Samuel Parkhill, taken possession of by defendants.

Slaves taken by Daniel Meinitshagan, and held by R. K. Call:—Tom Gandry, Harriet, Mary Ann, and William Washington, Sam Cormick, Primus, Sarah, George Edmondson, George Lewis, Daniel, William Eppes, Matilda Ann, Sarah and Maria, Julia, Anthony, Molly, Patsy, Hannah, Sarah, Harriet Ann, Kealan, Jacob, York, Squire, Queen and Eliza Ann, Rhoda, Jack, Billy, Moses, Martha, Lucinda, William, Fenton, Helena, Frank, Frances, Isaac, Richard, Juba, Toney, Becky, Jimmy, Cuffy, Phillis, Chloe, Dolly, Sam, Elizabeth, Rachel, Adeline, Jane, Bob, William Pryor, Louisa, William, Christiana, Horace, Judy Lindsey, Ellen, Cornelia, Rachel, Jack Morgan, Mary, Isaac, Lucy, Edmund, Margaret, Homoday, Pittman Casey, James, Fred Clark, Wilson, Nancy, Ben, Hercules Hanly, Jacob, Tom Hackley, Diana, Ellen, Amelia, Betsy Anne, Dick, Elizabeth, and Anthony, Ben, Sam, Walker, Maria—89 in number.

Slaves taken by David C. Wilson:—Maria, Giles, Israel, Melinda, William, Anna, Susan, Frances, Charley, Lisbon, Cyrus, Susan No. 2—12.

Slaves taken by defendant, William Bloxham:—John Robinson, Monachi, Elizabeth, Eddy, Toney, Mary Page—6.

Slaves taken by Amos Lee, viz:—John Cameron, Albert, Nancy Burney—3.

Slaves taken by Richard Hayward:—Maria Miles, Mary, Frederick, Cæsar, Amy, Johny, Henry Taylor—7.

Slaves taken by Edward Houstoun, viz:—York, Grace, Rose, Abram, James, Jones, George, York, Jr.—8.

Slaves taken by William G. Ponder:—Caroline, Juba, Jane, Frank, Margaret, Albert, Anderson, Pleasant—8.

Slaves taken by Solomon Mathers:—Morgianna, Fanny—2

Slaves taken by Richard A. Shine:—Dick, Phillis, Richard, Israel, Elleck, Melinda—6.

Slaves taken by Perry L. Barronton:—Esther, Amy, Mary Thomas, Louisa, Clarinda—5.

Slaves taken by Benjamin F. Whitner:—Fanny, Martha, Ned —3.

Slave taken by James Kirksey:—Eliza—1.

Slave taken by James Ormond:—Winney—1.

Slave taken by H. A. Seward:—Emily—1.

Slaves taken by William A. Ware:—Maria, Amy—2.

Slaves taken by Green H. Chaires:—Penny, George, Phil, Betty, Nelson, Silva—6.

Slaves taken by Robert W. Williams:—Matilda, Sarah Anne, Amelia—3.

Slaves taken by Edward C. Cabell:—Mahala, Virginia, Charity—3.

Slaves taken by Robert H. Gamble, Trustee of Mrs. Jane N. Anderson, viz:—William Cary, Rosetta and her child, Diana Clark and her four children, Edward, Sally, Mary, and Charles—12.

Slaves taken by John Ponder:—Ellen and Child, Betsy; Patsy and two children, Isabella and Cornelia; Priscilla her child Tom; Eliza and two children, Charles and Sally Anne; Nancy Dowdy and her child—15.

Slave taken by Jacob Eliot, viz:—Martha—1.

Slaves taken by William Gorman, viz:—Becky and her child—2.

Slaves taken by Zachariah Jerkins, viz:—Webb and his wife, Frances—2.

Slave taken by Thomas G. Gaskins, viz:—Sarah Dawes—1.

And afterwards, to wit, on the fourth day of May, the complainant by her solicitor filed in the clerk's office aforesaid, as an exhibit to the foregoing bill, a printed pamphlet, marked A I, in the words and figures following, to wit:—

Supreme Court of the State of Florida.

PONDER
vs.
PARKHILL'S Administrators.

Pleas at the court-house, in the city of Tallahassee, before the Honorable Thomas Baltzell, Judge of the Middle Circuit of Florida, sitting in and for the county of Leon, on Saturday, the 17th day of July, in the year of our Lord one thousand eight hundred and forty-seven.

Be it remembered, that heretofore, to wit, on the ninth day of April, A. D. 1846, came Martha Ann Manly, administratrix, and William D. Moseley, administrator de bonis non, of Samuel Parkhill, deceased, and Hiram Manly, administrator de bonis non, in right of his wife, of Samuel Parkhill, deceased, by their attorneys, and filed their præcipe in the words following, to wit:—

MARTHA ANN MANLY, Administratrix, and WILLIAM D. MOSELEY, Administrator de bonis non, of SAMUEL PARKHILL, deceased, and HIRAM MANLY, Administrator de bonis non, in right of his wife, of SAMUEL PARKILL, deceased,
vs.
WILLIAM G. PONDER.
} Detinue.

The clerk will please issue a writ of detinue in the above stated

case for negro women Caroline and Juba, Jane a girl, Margaret, and negro boys Frank, Albert, Anderson, and Pleasant, of the value of five thousand dollars; damages five thousand dollars, &c.

JAMES T. ARCHER,
A. E. MAXWELL, Plff's Att's.

And afterwards, to wit, on the 9th day of April, A. D. 1847, the summons ad respondendum was issued in the words following, to wit:—

State of Florida, to the Sheriff of Leon County, greeting:—

We command you to summons William G. Ponder, if he be found within the county of Leon, personally to be and appear before the Judge of our Circuit Court for said county, at the court-house in Tallahassee, on the fourth Monday in April inst., being the first day of our next term, to answer Martha Ann Manly, administratrix, and*

*2 William D. Moseley, administrator de bonis non, of Samuel Parkhill, deceased, and Hiram Manly, administrator de bonis non, in right of his wife, of Samuel Parkhill, deceased, of an action of detinue for negro women Caroline and Juba, Jane a girl, Margaret, and negro boys Frank, Albert, Anderson, and Pleasant, of the value of five thousand dollars, to the damage of the plaintiffs of five thousand dollars; and have then and there this writ. Witness Dan'l McRaeny, clerk of our said court, this ninth day of April, A. D. 1846, and 70th year of American Independence.

[SEAL.] D. McRAENY, Cl'k.
By J. B. KEEN, D. C.

Which said writ was duly returned by said sheriff, endorsed in these words, to wit: "Executed by serving a copy hereof on Wm. C. Ponder this day, April 9, 1846."

"A. A. FISHER, Sh'ff,
By A. J. FISHER, D. S."

And afterwards, to wit, on the 27th day of April, A. D. 1846, came the said plaintiffs, by their attorneys, and filed their declaration against the said defendant, which said declaration was in the words following, to wit:

In the Circuit Court of the Middle Circuit of Florida, in and for Leon County. To Spring Term, 1846.

Leon County, *ss.*

William D. Moseley and Martha Ann Manley, administrator and administratrix, and Hiram Manley in right of his wife, said Martha, administrator of all and singular the goods and chattels, rights and credits of Samuel Parkhill, left unadministered, complain of William G. Ponder, of a plea that he render unto them, the said plaintiffs, administrators and administratrix as aforesaid, certain negro slaves belonging to the said plaintiffs, as administrators and administratrix de bonis non as aforesaid, of the value of eight thousand dollars, which he unjustly detains from them. For that whereas,

the said plaintiffs, administrators and administratrix as aforesaid, heretofore, to wit, on the 6th day of May, in the year of our Lord one thousand eight hundred and forty-five, at the county aforesaid, delivered to the said defendant certain negro slaves, to wit, Caroline, about 26 years old, of the value of one thousand dollars; Juba, about 36 years old, of the value of one thousand dollars; Jane, about 13 years old, of the value of one thousand dollars; Frank, about 10 years old, of the value of one thousand dollars; Margaret, about 11 years old, of the value of one thousand dollars; Albert, about 7 years old, of the value of one thousand dollars; Anderson, about 4 years old, of the value of one thousand dollars; and Pleasant, about 1½ years old, of the value of one thousand dollars, belonging to the said plaintiffs as administrators and administratrix as aforesaid, and to be re-delivered to the said plaintiffs, as administrators and administratrix as aforesaid, when he, the said defendant, should be thereto requested. Yet, the said defendant, although often requested, to wit, on the day and year aforesaid, at the county aforesaid, hath not as yet delivered the said negro slaves,* or any of them to the said plaintiffs, as administrators and administratrix as aforesaid; but has hitherto wholly neglected and refused, and still neglects and refuses so to do; and unjustly detains the same from the said plaintiffs, as administrators and administratrix as aforesaid, to wit, at the county aforesaid, to the damage of the said plaintiff, as administrators and administratrix, of eight thousand dollars. And for that also, the said plaintiffs as administrators and administratrix as aforesaid, on the day and year aforesaid, at the county aforesaid, were lawfully possessed of certain negro slaves, to wit, Caroline, about 26 years of age, of the value of one thousand dollars; Juba, about 36 years old, of the value of one thousand dollars; Jane, about 13 years old, of the value of one thousand dollars; Frank, about 10 years old, of the value of one thousand dollars; Margaret, about 11 years old, of the value of one thousand dollars; Albert, about 7 years old, of the value of one thousand dollars; Anderson, about 4 years old, of the value of one thousand dollars; Pleasant, about 1½ years old, of the value of one thousand dollars, of the property of the estate of said Samuel Parkhill, deceased, left unadministered, and being so possessed thereof afterwards, to wit, on the day and year aforesaid, at the county aforesaid, they the said plaintiffs, as administrators and administratrix, casually lost the said negro slaves out of their possession, and the same afterwards, to wit, on the day and year aforesaid, at the county aforesaid, came to the possession of the said defendant by finding. Yet the said defendant, well knowing the said negro slaves to be the property of the said plaintiffs, as administrators and administratrix as aforesaid, hath not as yet delivered the said negro slaves, or any of them, to the said plaintiffs, as administrators and administratrix aforesaid, although often requested so to do, to wit, on the day and year aforesaid, at the county aforesaid, but hath hitherto refused

*3

so to do, and hath detained, and still doth retain the same for the said plaintiffs, as administrators and administratrix as aforesaid, to wit, at the county aforesaid, to the damage of the plaintiffs, as administrators and administratrix as aforesaid, of eight thousand dollars. Therefore the plaintiffs bring suit, &c.

JAMES T. ARCHER,
A. E. MAXWELL, Plff's Atty.

(Endorsed.)

"Amended, by leave of court, by inserting the ages of the negroes. May 23d, 1846. J. B. KEEN, D. C."

And afterwards, to wit, on the 2d day of September, A. D. 1846, came the said defendant by his attorney, and filed his pleas to the declaration of said plaintiffs, which pleas are in the words following, to wit:—

Leon Circuit Court.

WILLIAM G. PONDER
ats.
W. D. MOSELEY and HIRAM MANLY in right of his wife, adm'rs, and MARTHA ANN MANLY, adm'x de bonis non of Samuel Parkhill, deceased.

And the said defendant, by Leslie A. Thompson, his *4 attorney,* comes, &c., and says, that he does not detain the said negro slaves in the said declaration specified, or any or either of them, or any part thereof, as the said plaintiffs have above thereof complained against him; and of this he puts himself upon the country, &c.

And, for a further plea in this behalf, the said defendant, by leave, &c., says, actionem non, because he says, that the said negro slaves, in the said declaration mentioned, were not, nor were either of them, the property of said plaintiffs, as they have above in that behalf alleged; and of this the said defendant puts himself upon the country, &c.

And, for a further plea in this behalf, the said defendant, by leave, &c., says, as to the second count in said declaration contained, actionem non, &c., because he says, that the said plaintiffs were not lawfully possessed of the said negro slaves in said second count mentioned, as the said plaintiffs have above in that behalf alleged; and of this he puts himself upon the country, &c.

L. A. THOMPSON, Atto. for Def't.

And afterwards, to wit, at a Circuit Court for the county of Leon, continued and held at the court-house, in the city of Tallahassee, on Tuesday, the 13th day of July, A. D. 1847 (to which term of the court this cause had been continued), present, the Honorable Thomas Baltzell, Judge, &c.,

WILLIAM D. MOSELEY and MARTHA ANN MANLY, administrator and administratrix, and HIRAM MANLY, in right of his wife said Martha, administrator of all and singular the goods and chattels, rights and credits of Samuel Parkhill, left unadministered, Plaintiffs,
vs.
WILLIAM G. PONDER, Defendant.
} In Detinue.

This day came the parties, by their attorneys, and thereupon came a jury, to wit: Adam Grumbling, Thomas Laversage, John Felkel, Hinton Saunders, Lyman Smith, Richard Whitaker, Gabriel Houck, Daniel W. Owens, James T. Lipscombe, Jacob Hay, Philip Oaks, and Joseph Chaires, who, being elected, tried, and sworn the truth to speak upon the issue joined, and, having partly heard the evidence, are adjourned over until to-morrow morning, 9 o'clock.

And afterwards, to wit, at a Circuit Court for the county of Leon, continued and held at the court-house, in the city of Tallahassee, on Wednesday, the 14th day of July, A. D. 1847, present, the Honorable Thomas Baltzell, Judge &c.,

WILLIAM D. MOSELEY and MARTHA ANN MANLEY, administrator and administratrix, and HIRAM MANLY, in right of his wife, said Martha, administrator of all and singular the goods and chattels, rights and credits of Samuel Parkhill, left unadministered, Plaintiffs,
vs.
WILLIAM G. PONDER, Defendant.
} In Detinue.

The jury empanelled in this cause, this day appeared in
5 court, pursuant to adjournment, and having fully heard the evidence, and partly heard the argument of counsel, are adjourned over until to-morrow morning, 9 o'clock.

And afterwards, to wit, at a Circuit Court for the County of Leon, continued and held at the court-house in the city of Tallahassee, on Thursday, the 15th day of July, A. D. 1847, present the Honorable Thomas Baltzell, judge, &c.,

WILLIAM D. MOSELEY and MARTHA ANN MANLY, Administrator and Administratrix, and HIRAM MANLY, in right of his wife, said MARTHA, Administrator of all and singular the goods and chattels, rights and credits of SAMUEL PARKHILL, left unadministered, Plaintiffs,
vs.
WILLIAM G. PONDER, Defendant.
} In Detinue.

The jury empanelled in this cause this day appeared in court

pursuant to adjournment, and having more fully heard the argument of counsel are adjourned over until to-morrow morning, 9 o'clock.

And afterwards, to wit, at a Circuit Court for the county of Leon, continued and held at the court-house, in the city of Tallahassee, on Friday, the 16th day of July, A. D. 1847, present the Honorable Thomas Baltzell, Judge, &c.,

WILLIAM D. MOSELEY and MARTHA ANN MANLY, Administrator and Administratrix, and HIRAM MANLY, in right of his wife, said MARTHA, Administrator of all and singular the goods and chattels, rights and credits of SAMUEL PARKHILL, left unadministered, Plaintiffs,
vs.
WILLIAM G. PONDER, Defendant.
} In Detinue.

The jury empanelled in this cause, this day appeared in court pursuant to adjournment, and having fully heard the argument of counsel, retired to consider of their verdict.

And afterwards, to wit, at a Circuit Court for the county of Leon, continued and held at the court-house in the county of Leon, on Saturday, the 17th day of July, A. D. 1847, present the Honorable Thomas Baltzell, Judge, &c.,

WILLIAM D. MOSELEY and MARTHA ANN MANLY, Administrator and Administratrix, and HIRAM MANLY, in right of his wife, said MARTHA, Administrator of all and singular the goods and chattels, rights and credits of SAMUEL PARKHILL, left unadministered, Plaintiff,
vs.
WILLIAM G. PONDER, Defendant.
} In Detinue.

The jury empanelled in this cause, this day returned into court, and upon their oath do say: "That the defendant doth detain the following negro slaves, named Caroline, price $535; Juba, $200; Jane, $500; Frank, $300; Margaret, $300; Albert, $200;
*6 *Anderson, $200; Pleasant, $150, in the declaration mentioned in manner and form as the plaintiffs against him have complained, and that the said slaves are of the price of $2385; and they do assess the plaintiffs' damages, by occasion of the detention of the said slaves, to $195, besides their costs." Therefore it is considered by the court that the said plaintiffs recover against the said defendant the negro slaves aforesaid, if they may be had, but if not, then the price aforesaid of the said negro slaves, together with their damages assessed as aforesaid, and their costs by them about their suit in this behalf expended, and the said defendant in mercy, &c., and thereupon prays an appeal to the Supreme Court of

this State from said judgment, and to him it is granted; whereupon said defendant tenders his appeal bond, with James Kirksey and Richard A. Shine as his securities, which bond is approved by the judge of this court.

In the Circuit Court, M'd Circuit, Leon County, Spring Term, 1847.

WILLIAM D. MOSELEY, Administrator, and MARTHA A. MANLY, Administratrix, and HIRAM MANLY, in right of his wife, Administrator of the estate of Samuel Parkhill, left unadministered,
vs.
WILLIAM G. PONDER. } In Detinue.

Be it remembered that on this day of July in the year of our Lord one thousand eight hundred and forty-seven, this cause came on to be tried before the Honorable Thomas Baltzell, Judge of the said court, upon the issues joined between the said parties before a jury then and there duly sworn, &c.

And the said plaintiffs to maintain the issues joined on their part and behalf, offered the following testimony:—

First. It was admitted by defendant's counsel that the plaintiffs were administrators and administratrix of the estate of Samuel Parkhill left unadministered, as set forth and stated in the declaration filed herein.

The said plaintiffs then introduced Thomas Brown, who being duly sworn as a witness, deposed as follows: Being shown three paper writings, says they are appraisements of the slaves of pl'ffs intestate.

Inventory and appraisement of slaves belonging to the estate of Samuel Parkhill, dec'd, at Tallahassee, Jan'ry 1, 1845:—

1.	Henry, aged about 30 years,	$600		
2.	Frances his wife, 23 "	400	——	$1,000
3.	Tom Gandy, 25 "	500		
4.	Harriet his wife, 23 "	450		
5.	Mary Ann (daughter), 2½ years,	150		
6.	William Washington, 6 weeks,	50	——	1,150
7.	Sam Cormick, 26 years,	500		
8.	Rosetta his wife, 18 years,	400		
9.	Sam his son, 2 months,	50	——	950
10.	Elizabeth, 50 years,	200		
	11. Hommida her son, 18 years,	400*		
*7	*12. Primus her son, 16 years,	400		
	13. Sarah, daughter, 14 "	350		
14.	Anthony, son, 3 "	200	——	1,550
15.	Walker, 25 "	500		
16.	Patsy his wife, 23 "	400		
17.	Isabella her daughter, 2 "	100	——	1,000
18.	Phillis, 50 "	250		

19. George Edmundson her son, 21 years,	450		
20. Dick her son, 14 "	300		
21. Betsy her daughter, 9 "	250		
22. Judy her daughter, 7 "	200——	1,450	
23. George Louis, 19 "	400		
24. Daniel, 17 "	400		
25. William Eppes, 30 "	450		
26. Tom Hackley, 30 "	450		
27. Diana his wife, 28 "	400		
28. Ellen, daughter, 7 "	200		
29. Amelia, " 4 "	150		
30. Betsy Ann, daughter, 1 "	100——	2,550	
31. Malinda Ann, 28 years,	450		
32. Catharine, daughter, 2 years,	100——	550	
33. Willis, 21 "	500		
34. Sarah his wife, 20 "	450——	950	
35. Maria, daughter, 5 months,		50	
36. Henry, boy, 15 years old,	350		
37. James, 40 "	350		
38. Martha, 16 "	350		
39. Julia, 30 "	300——	1,350	
40. Nancy Eppes, 22 years,	450		
41. Priscilla Clayton, 17 years old,	350		
42. Jacob, 34 "	400		
43. Alcie his wife, 30 "	300——	1,500	
44. Wilson, 30 "	550		
45. Nancy his wife, 25 "	400		
46. Ben her child, 1 year,	75——	1,025	
47. Susanna White, 55 years old,	200		
48. Jenny, 40 "	300		
49. Mary Long, 35 "	400		
50. Joe her son, 6 "	200		
51. Ephraim, 3 "	100——	1,200	
52. Hackley, 17 "	400		
53. Eliza his wife, 28 "	400		
54. Susan her daughter, 2 years old (sickly),	50		
55. Charles her son, 4 months,	50——	900	
56. Jack Morgan, 50 years old,	300		
57. Mary his wife, 35 "	300		
58. Anthony, driver, 45 years old,	300		
59. Molly his wife, 25 "	400		
60. Lucy, 60 years old,	150——	1,450*	
*8 **61. Hannah her daughter, 21 years old,	450		
62. Rachel, 19 years old,	450		
63. Infant, 10 days old,	50		
64. Isaac Harmah's son, 19 years old,	450		
65. Kealer, " " 15 "	400——	1,800	
66. Jacob, " " 14 "	400		

67. Patsy, daughter,	13 years old,	300	
68. York, son,	12 "	300	
69. Edmond,	25 "	550	1,550
70. Bob,	30 "	550	
71. Smart,	50 "	250	
72. Matilda,	30 "	400	
73. Squire, 25 years old,		550	1,750
74. Queen, 20 "		500	
75. Eliza Ann, 1 year,		50	
76. Sarah, 40 years old,		300	
77. Maria, 21 "		450	1,300
78. Rhoda, 19 "		450	
79. Jack, her son, 17 years old,		450	
80. Billy, " 15 "		400	
81. Moses, " 13 "		350	1,650
82. Harriet Ann, daughter, 10 months,		50	
83. Ivey, 23 years old,		500	
84. Martha, his wife, 23 years old,		450	
85. Lucinda, her daughter, 6 years old		200	1,200
86. William, her son, 1 year,		150	
87. William Cary, 22 years old,		550	
88. Pittman Cary, 20 "		550	
89. Sam, 18 "		550	1,800
90. Fenton, 21 "		450	
91. Helena, 1 year,		100	
92. Frank, son of Juba, 22 years old,		550	
93. Frances, his wife, 21 "		450	1,550
94. Isaac, her son, 2 "		150	
95. Juba, woman, 55 "		200	
96. Ben, her son, 20 "		500	
97. Becky, her daughter, 18 "		400	
98. Tony, her son, 16 "		350	1,600
99. Jemmy, her son, 14 "		350	
100. Phillis, her daughter, 12 "		300	
101. Cuffy, her son, 12 "		300	
102. Cloe, her daughter, 10 "		250	
103. Dolly, 55 "		250	1,450
104. Eliza, daughter of Dolly, 20 years old,		400	
105. Hager, daughter, 18 "		400	
106. Sam, her son, 16 "		350	
107. Rosetta, 18 "		450	
108. Rachael Davidson, 22 "		450	2,050*
*9 *109. Anna, 28 "		450	
112. And three children, one 6 years old, one 4 years old, and *and* infant 1 month old,		400	950
			$37,275

We, the undersigned commissioners, duly appraised and qualified according to law on a previous occasion, made the foregoing inventory and appraisement of slaves exhibited to us in the city of Tallahassee, on the first day of January, 1845, by William D. Moseley, one of the administrators of Sam'l Parkhill, dec'd, as the property of said estate, and by us appraised as such.

THO'S BROWN,
BENJAMIN W. GAUSE.

W. D. MOSELEY, Adm'r de bonis non.

Leon County, *ss.*

The following inventory of appraisement is duly recorded in my office, this 4th day of August, 1845.

D. McRAENY, Clerk,
By JNO. B. KEEN, D. C.

An inventory and appraisement of slaves belonging to the estate of Samuel Parkhill, deceased, taken at Springwood, December 6, 1844:—

1.	George, a boy about	18	years old,		550
2.	Lisbon,	18	"		550
3.	William,	18	"		550
4.	Frances, a woman,	30	"		500
5.	Tom, a man,	60	"		200
6.	Cuba, a woman,	65	"		100
7.	Toney, a man,	35	"	500	
8.	Sibby, wife of Toney,	30	"	400	
9.	Toney, son of Sibby,	7	"	200	
10.	Scipio, "	6	"	150	
11.	Peggy, daughter,	4	"	100	
12.	William, infant son of Sibby,	11	months old,	50——	1,400
13.	Ellen, a girl about	14	years old,		350
14.	Elias, a man,	25	"	550	
15.	Diana Clark, wife of Elias,	32	years old,	350	
16.	William, son of Diana,	12	"	250	
17.	Edward, infant son,	1½	"	75——	1,225
18.	Nancy Pool, a woman,	45	"		300
19.	Celia,	25	"		500
20.	Henry, a man,	26	"		500
21.	Davy,	25	"		550
22.	John, injured in one arm,	23	"		300
23.	Isreal,	28	"		450
24.	Caty,	42	"	250	
25.	Cyrus, son of Caty,	18	"	450	700
26.	Frederick Clark,	45	"		400
27.	Sarah Dawes,	18	"		550*
*10	*28. Morgiana,	18	"	450	

29.	Fanny, her infant daughter, 5 months old,	50——	500
30.	Melinda, 33 years old,		400
31.	Webb, 24 "		500
32.	Mahaliar, a woman, 47 years old,	250	
33.	Virginia, her daughter, 5 years old,	150	
34.	Charity, 3 "	100——	500
35.	Polly, a woman, rheumatic, 35 years old,		250
36.	York, a blacksmith, about 45 "	600	
37.	Grace, wife of York, 35 "	350	
38.	George, son of Grace, 14 "	350	
39.	York, " 12 "	300	
40.	Rose, daughter, 10 "	200	
41.	Abram, son, 6 "	150	
42.	James, " 4 "	100	
43.	Jones, infant of Grace, 2 months old,	50——	2,100
44.	Penny Davidson, about 30 years old,	400	
45.	Emily, her daughter, 14 "	250	
46.	George, her son, 12 "	250	
47.	Phill, " 10 "	250	
48.	Betty, daughter, 7 "	200	
49.	Nelson, infant son, 2 "	150——	1,500
50.	Mary Page, woman, 28 "	350	
51.	Jane, a girl, 16 "		400
52.	Kitty, 18 "		450
53.	Maria Miles, a woman, 27 "	450	
54.	Mary, her daughter, 8 "	200	
55.	Frederick, her infant son, 14 months,	100——	750
56.	Diana Brooks, a woman 25 years old,	450	
57.	Sarah Jane, her daughter, 8 "	200	
58.	Randall, her infant son, 3 months,	50——	700
59.	Caroline, a woman 25 years old,		550
60.	Margaret, 20 years old,	450	
61.	Phœbe, her infant daughter, 4, deformed,	000	
62.	James, her infant son, 1 year old,	75	525
63.	Nancy Burney, a woman 35 years old,		300
64.	Matilda, about 25 years old,	450	
65.	Sarah Ann, daughter of Matilda, 3 years old,	150	
66.	Amelia, infant, 9 months old,	75——	675
67.	Ellen, a woman 22 years old,	550	
68.	Cornelia, infant daughter, 9 months old,	25——	625
69.	Phillis, a woman about 45 years old,		300
70.	Frances, a woman 24 years old,		450
71.	Cæsar, a carpenter, 45 "	500	
72.	Amy, his wife, 42 "	350——	850
73.	Ned, a man blind, 50 "		50
74.	Juba, a woman, 35 "	350	
75.	Jane, her daughter, 12 "	250	
76.	Frank, her son, 9 "	250	

*11 *77. Albert, her son, 6 years old,		150	
78. Anderson, " 3 "		100	
79. Pleasant, her daughter, 3 months old,		50—	1150
80. Dick, a man 45 years old,		400	
81. Hester, daughter of Dick, 13 years old,		300	
82. Amy, " 11 "		250	
83. Richard, " 10 "		250	
84. Israel, " 8 "		200	
85. Ellick, " 6 "		150—	1550
86. Ned, a man 45 years old,		450	
87. Fanny, his wife, 35 years old,		450—	900
88. Dick, 25 "			550
89. Rachel, 45 "			300
90. Barbara, a woman, 45 "			250
91. Mary Thomas, a woman 35 years old,		350	
92. Clarissa, her daughter, 12 "		250	
93. Louisa, " 5 "		150—	750
			$27,850

We, the undersigned, duly appointed and qualified according to law, on a previous occasion, made the foregoing inventory and appraisement of slaves exhibited to us at Springwood, in the county of Leon, on the 6th day of December, 1844, by William D. Moseley, one of the administrators of Samuel Parkhill, deceased, as the property of said estate, and by us appraised as such.

THO'S BROWN,
BENJAMIN W. GAUSE.

W. D. MOSELEY, Adm. de bonis non.

Leon County, *ss.*

The foregoing inventory of appraisement is duly recorded in my office, this 4th day of August, A. D. 1845.

D. M. McREANY, Clerk,
By JOHN B. KEEN, D. C.

W. D. MOSELEY, Adm. de bonis non.

Inventory and Appraisement of Slaves belonging to the Estate of Samuel Parkhill, dec'd, at Springwood, Dec'r 23, 1844.

1. William Pryor, aged 39 years,	$500	
2. Louisa his wife, 25 "	450	
3. Horace her son, 12 "	250	
4. Christiana, her daughter, 8 years,	200	
5. William, her infant, 15 months,	100—	1500
6. John Robinson, 40 years old,	350	
7. Monicha, his wife, 28 years old,	300	
8. Edy, girl, 15 "	300	
9. Elizabeth, girl, 8 "	200—	1150

10. Guinea Jack, 60 years old,		200	
11. Margaret, his wife, 60 "		150—	350
12. Albert,	25 "		600
13. Eliza,	35 "		400
			$4,000

*12 *We, the undersigned commissioners, duly appointed and qualified according to law, on a previous occasion, made the foregoing inventory and appraisement of slaves, exhibited to us at Spring Wood, in the county of Leon, on the 23d day of December, 1844, by William D. Moseley, one of the administrators of Samuel Parkhill, dec'd, as the property of said estate, and by us appraised as such.

THOS. BROWN,
BENJAMIN W. GAUSE.

W. D. MOSELEY,
Adm'r. de bonis non.

Leon County, *ss.*

The foregoing inventory of appraisement is duly recorded in my office, this 4th day of August inst. A. D. 1845.

D. McREANY, Clerk.
By JNO. B. KEEN, D. C.

Witness was one of the appraisers to appraise the slaves of intestate's estate; saw the slaves in these papers enumerated, exhibited as the property of said estate, on the plantation of the plaintiff's intestate. They were then in possession of one of the plaintiffs as administratrix of intestate. Does not know what became of these slaves, except from having occasionally seen some of them since. There was one slave named Juba there exhibited, appraised at three hundred and fifty dollars; another, Jane, at two hundred and fifty dollars; another, Frank, at two hundred and fifty dollars; another, Margaret, at two hundred dollars—this last slave was named in another, and late inventory; another slave, Albert, appraised at one hundred and fifty dollars; another, Anderson, at one hundred dollars; another, Pleasant, at fifty dollars. Thinks slaves have advanced in value since that time twenty-five per centum. Does not know that he has ever seen the above named slaves since. Knows nothing personally of any sale of these slaves.

Cross-examined. Says he does not know that the slaves above named are the same that are now claimed from defendant.

The said plaintiffs then offered in evidence the records and pleadings and entry of the judgment in favor of the Union Bank of Florida, against Manley and wife, admr's of Parkhill, the execution issued thereon, the levy and return, or report of the sale of the slaves levied on by John G. Camp, marshal of Middle District of Florida, to wit:—

At a superior court for the county of Leon, continued and held at

the court-house, in the city of Tallahassee, on Saturday, the 1st day of March, A. D. 1845.

Present, the Honorable Samuel J. Douglas, Judge.

UNION BANK OF FLORIDA, Plaintiff,
vs.
MARTHA ANN MANLY, late PARKHILL, and HIRAM MANLY, in right of his wife, MARTHA ANN, Adm'rs of SAMUEL PARKHILL, dec'd, Defendants. } In Debt.

This day came the parties by their attorneys, and the
13* plaintiff by* his attorney, filed his special demurrer to the defendants' rejoinder to the plaintiff's replication filed herein to the defendants' amended plea puis darrien continuance, filed by leave of the court on the 24th February last, in which demurrer the defendants joined.

Whereupon, the matters of law arising upon the plaintiff's demurrer to the said rejoinder being argued, it seems to the court here, that the said rejoinder, and the matters and things therein alleged, are not sufficient in law to bar or preclude the plaintiff from having and maintaining its action aforesaid against the said defendants, therefore it is considered by the court that the said plaintiff recover against the said defendant the sum of $\$94,182\frac{32}{100}$, parcel of the debt in the declaration mentioned, and the sum of $\$27,982\frac{65}{100}$ its damages, making together the sum of one hundred and twenty-two thousand one hundred and sixty-four dollars and eighty-seven cents, and its costs by it about its suit in this behalf expended, to be levied of the goods and chattels, slaves, lands and tenements of the said intestate, Samuel Parkhill, dec'd, in the hands of the defendants to be administered, and the said defendants in mercy, &c.

The Territory of Florida.

To all and singular the marshals of said Territory, greeting:—

We command you, that of the goods and chattels, slaves, lands and tenements of Samuel Parkhill, deceased, in the hands of Martha Ann Manly, late Parkhill, and Hiram Manly, in right of his wife said Martha Ann, administrator of Samuel Parkhill, dec'd, remaining to be administered, you cause to be made the sum of ninety-four thousand one hundred and eighty two dollars and twenty-two cents, its debt, and also twenty-seven thousand nine hundred and eighty-two dollars and sixty-five cents, its interest and damages, making together the sum of one hundred and twenty-two thousand one hundred and sixty-four dollars and eighty-seven cents, which the Union Bank of Florida lately, on the first day of March, 1845, recovered in our Superior Court for the county of Leon, in the middle district, as well for its debt as its damages occasioned by the detention of said debt, and likewise the sum of seven dollars and eighty-two

cents, which to the said Union Bank of Florida in the same court adjudged for its costs by it in that behalf expended, together with lawful interest on said damages from the rendition of said judgment till paid, and the costs of this writ and of your proceedings hereon, and that you have the said sums of money before the judge of our said court, at Tallahassee, when satisfied, to render the said Union Bank of Florida the sums aforesaid, and have then and there this writ. Witness, Richard T. Birchett, clerk of said court, at Tallahassee aforesaid, this 20th day of March, A. D. 1845, and of the independence of the United States the sixty-ninth year.

[SEAL.] R. T. BIRCHETT, Clerk.

Came to hand on the 20th March, 1845, and levied on the following slaves: Tom Ganddy, Harriet, Mary Ann, and Wm. Washington, Sam Cormick, Primus, Sarah, George Edmundson, George Lewis, Daniel, Wm. Eppes, Matilda Ann, Sarah and Maria, Julia, Anthony,* Molly, Patsey, Hannah, Israel, Sarah and Harriet Ann, *14 Kealan, Jacob, York, Melinda, Squire, Queen and Eliza Ann, Rhoda, Jack, Billy, Moses, Martha, Lucinda, and William, Fenton and Helina, Frank, Francis, Isaac, Richard, Juba, Toney, Becky, Jenny, Cuffy, Philis, Chloe, Dolly, Sam, Elizabeth, Rachel, Adeline, Jane, Polly, John Robinson, Minachy, Elizabeth, Eddy, Bob, George, Maria Miles, Mary, Frederick, William Pryer, Louisa, William, Christina, Horace, Judy, Linsey, Susan, Charley, Johnny, Mary Long, Joe, Ephraim, Ellen, Cornelia, Rachel, Jack Morgan, Mary, Toney, Sibby, William, Toney, Scipio, Peggy, Isaac, Lucy, York, Grace, Rose, Abram, James Jones, George, York, jr., Caroline, Morgiana, Fanny, Mary Page, Margaret, Phœbe, James, Juba, James, Frank, Margaret, Albert, Anderson, Pleasant, Edmond, David, William, Cæsar, Anny, Dick, Phillis, Richard, Israel, Ellick, Esther, Amy, Albert, Old Jack, Margaret, Homaday, Pitman Cary, James, Old Tom, Fred, Clark, Nancy Burney, John, Anna, Susan, Maria, Giles, Fanny, Martha, Ned, Francis, Barbara, Kitty Ann, Wilson, Nancy, Ben, Hercules Hanly, Eliza, Jacob, Winny, Emily, Tom Hackley, Diana, Ellen, Amelia, Betsy Ann, Dick, Lisbon, Katy, Cyrus, Henry, Taylor, Mary Thomas, Louisa, Clarissa, Elizabeth, Anthony, Ben, Sam, Nancy Pool, Walker, Maria, Amy, Maria, Penny Davidson, George, Phil, Betty, Nelson, Silva, Matilda, Sarah Ann, Amelia, Wakala, Virginia, Charity.

U. S. Marshal's Sale, 1st Monday in May, 1845.

UNION BANK
vs.
SAML. PARKHILL'S Adm'rs. } Fi. Fa.

Names of Slaves.	*Purchasers.*	*Amount.*	
Tom Ganddy,		500	
Harriet, Mary Ann, Wm. Wash'n,	Minetzhagan,	570	
Sam Cormick,	"	540	
Primus,	"	460	
Sarah,	"	400	
George Edmundson,	"	500	
George Lewis,	"	500	
Daniel,	"	450	
Wm. Eppes,	"	510	
Matilda Ann,	"	400	
Sarah and Maria,	"	500	
Julia,	"	400	
Anthony,	"	400	
Molly,	"	400	
Patsey,	"	330 —	$6,860 00
Hannah,	"	450	
Israel,	D. C. Wilson,	490	
Sarah and Harriet Ann,	Minetzhagan,	410	
*15 *Kealan,	"	400	
*15 Jacob,	"	400	
York,	"	400	
Melinda,	D. C. Wilson,	345	
Squire,	Minetzhagan,	500	
Queen and Eliza Ann,	"	520—	3,925 00
Rhoda,	"	420	
Jack,	"	410	
Billy,	"	410	
Moses,	"	395	
Martha, Lucinda, William,	"	615—	2,250 00
Fenton and Helina,	"	520	
Frank,	"	500	
Frances, Isaac, and Richard,	"	550	
Juba,	"	100	
Toney,	"	360	
Becky,	"	400	
Jinney,	"	400	
Cuffey,	"	350	
Phillis,	"	350	
Chloe,	"	250	
Dolly,	"	100	
Sam,	"	435—	4,315 00

Elizabeth,	Minetzhagan,	455		
Rachael and Adeline,	"	500		
Jane,	"	445		
Polly,	Wm. Ryan,	126		
John Robinson,	Wm. Bloxham,	380		
Minachy, Elizabeth, and Eddy,	"	800		
Bob,	Minetzhagan,	500		
George,	J. R. Fortune,	500		
Maria Miles, Mary, and Frederick,	R. Hayward,	575		
William Pryer,	Minetzhagan,	450		
Louisa, William, and Christina,	"	620		
Horace,	"	320		
Judy Linsey,	"	375		
Susan and Charley,	D. C. Wilson,	500		
Johnny,	J. R. Fortune,	255—	6,801	00
Mary Long, Joe, and Ephraim,	Wm. Roberts,	605		
Ellen and Cornelia,	Minetzhagan,	800		
Rachael,	"	460		
Jack Morgan,	"	400		
Mary,	"	400		
Toney,	Wm. Bloxham,	410		
Silby, Wm. Toney, Scipio, Peggy,	Thornton & Robinson,	845		
Isaac,	Minetzhagan,	500		
Lucy,	"	100		
*16 *York, Grace, Rose, Abram, James, Jones,	L. A. Thompson,	1,360		
George,	"	410		
York, jr.,	"	330		
Caroline,	Wm. G. Ponder,	535—	7,255	00
Amount 1st day's sale,			$31,406	00

Tuesday, 6th May, 1845—Sale continued.

Morgianna and Fanny,	Sol. Mathews,	500		
Mary Page,	Wm. Bloxham,	395		
Margaret, Phœbe, and James,	James Foy,	602		
Juba, Jane, Frank, Margaret, Albert, Anderson, Pleasant,	Wm. G. Ponder,	1500		
Edmund,	Minetzhagan,	500		
David,	Thornton & Robinson,	550		
William,	D. C. Wilson,	515		
Cæsar and Amy,	R. Hayward,	510		
Dick, Phillis, Richard, Isreal, Ellick,	H. L. Rutgers,	820—	5,892	00
Esther,	J. G. Anderson,	338		
Amy,	"	375		
Albert,	Amos Lee,	520		

Old Jack,	J. Fortune,	75—	1,300	00
Margaret,	Minetzhagan,	80		
Homady,	"	520		
Pittman Cary,	"	540		
James,	"	400		
Old Tom,	Yager,	30		
Fred Clark,	Minetzhagan,	250		
Nancy Burney,	Amos Lee,	325		
John,	R. Hayward,	300		
Anna, Susan, Maria, Giles,	D. C. Wilson,	710		
Fanny,	B. F. Whitner,	285		
Martha,	"	330		
Ned,	"	300—	4,070	00
Frances,	D. C. Wilson,	460		
Barbary,	Wm. Mathers,	250		
Kitty Ann,	Wm. Thompson,	490		
Wilson,	Minetzhagan,	500		
Nancy and Ben,	"	500		
Hercules Hanley,	"	500		
Eliza,	Jas. Kirksey,	450		
Jacob,	Minetzhagan,	500		
Winney,	Jas. Ormond,	450		
Emily,	H. R. Seward,	410		
Tom Thackley,	Minetzhagan,	605		
Diana, Ellen, Amelia, Betsy Ann,	"	910		
Dick,	"	430		
*17 *Lisbon,	D. C. Wilson,	560—	7,015	00
Katy,	C. M. Harris,	170		
Cyrus,	D. C. Wilson,	550		
Henry Taylor,	R. Hayward,	510		
Mary Thomas, Louisa,	J. G. Anderson,	500		
Clarissa,	J. G. Anderson,	405		
Elizabeth, Anthony,	Minetzhagan,	400—	2,535	00
Ben,	"	560		
Sam,	"	550		
Nancy Pool,	John Romargie,	50		
Walker,	Minetzhagan,	550		
Maria and Amy,	Wm. Ware,	435		
Maria,	Minetzhagan,	490—	2,635	00
			$54,853	00
Less charges and coms. as per sale book,			1,784	11
			$53,068	89

Sale continued, 1st Monday in June, 1845.

UNION BANK
vs.
SAM'L PARKHILL'S Admr's. } Fi. Fa.

Penny Davidson, George, Phil, Betty, Nelson, and infant Silva,	G. H. Chaires,	1230	
Matilda, Sarah Ann, Amelia,	R. W. Williams,	600	
		1830	
Less chg's and com's as per sale book,		82 25	1,747 75
Sale continued, 1st Monday in July, 1845.			
Mahala and 2 children, Virginia and Charity,		450	
Charges and com's as per sale book		93—	357 00
Nett proceeds sale amounting to			$55,173 64

Which amount is in part satisfaction of this execution.

JNO. G. CAMP, Marshal.

Defendant by his counsel objected to the introduction thereof as evidence before the jury, but the court overruled the objection, and thereupon the same were read to the jury, and the defendant by his counsel excepted.

The said plaintiff then offered in evidence two paper writings purporting to be bills of sale by John G. Camp, M., to defendant, of certain slaves named in the declaration, which said writings had been obtained from defendant by notice and rule as prescribed by statute.

Know all men by these presents, that whereas, by virtue of several executions issued out of the Clerk's office of the Superior Court of the Middle District of Florida, for Leon County, wherein the Union Bank of Florida and others are plaintiff, and the administrators of Samuel Parkhill, deceased, are defendant, I did, as Marshal of said District, levy upon the hereinafter described negro slave, Caroline, as the property of the said Samuel Parkhill, deceased, to satisfy said writ; and whereas, the said negro slave was by me this day exposed for sale at public auction, according to the statutes in such case made and provided, and sold to William G. Ponder for five hundred and thirty-five dollars, being the highest sum bid for the same: Now know ye, that I, John G. Camp, Marshal of said District, by virtue of the said writs of execution, and by force of the statutes in such case made and provided, in consideration of the said sum of five hundred and thirty-five dollars, to me in hand paid by William G. Ponder, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and transferred, and by these presents do grant, bargain, sell, and transfer to the said William G. Ponder, his heirs, executors, administrators, and assigns forever, the negro slave named Caroline,

and all the right and interest which the said Samuel Parkhill, deceased, had in or to the said named negro, to have and to hold the said negro unto the said William G. Ponder, his heirs, executors, administrators, and assigns, as fully as I, the said John G. Camp, as Marshal as aforesaid, under the authority aforesaid might or ought to convey and sell the same. In witness whereof, I have hereunto set my hand and affixed my seal this fifth day of May, Anno Domini 1845, and of the independence of the United States the sixty-ninth year.

JOHN G. CAMP, [L. S.]
Marshal.

Know all men by these presents, that whereas by virtue of sundry executions issued out of the clerk's office of the Superior Court of the Middle District of Florida for Leon county, wherein the Union Bank of Florida and others are plaintiffs, and the administrators of Samuel Parkhill, deceased, are defendants, I did, as Marshal of said district, levy on the hereinafter described negro slaves, to wit: Juba, Jane, Frank, Margaret, Albert, Anderson, Pleasant, as the property of the said Samuel Parkhill, deceased, to satisfy said writ; and whereas, the said negro slaves were by me this day exposed for sale at public auction, according to the statutes in such case made and provided, and sold to William G. Ponder for fifteen hundred dollars, being the highest sum bid for the same: Now know ye, that I, John G. Camp, Marshal of said district, by virtue of the said writs of execution and by force of the statutes in such case made and provided, in consideration of the said sum of fifteen hundred dollars to me in hand paid by William G. Ponder, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer to the said William G. Ponder, his heirs, executors, administrators and assigns forever, said negroes named as above, and all the rights and interest which the said Samuel Parkhill, deceased, had in or to the said named negroes, to have and to hold the said negroes unto the said William G. Ponder, his heirs, executors, administrators and assigns, as fully as I, the said John G. Camp, as marshal as aforesaid under the authority
19 aforesaid, might or ought to convey and sell the same. In witness whereof, I have hereunto set my hand and affixed my seal this sixth day of May, Anno Domini 1845, and of the independence of the United States the sixty-ninth year.

JNO. J. CAMP, [L. S.]
Marshal.

The said plaintiffs then offered to read in evidence the entry of the judgment of the Superior Court of the Middle District of Florida, upon an appeal from an order of the County Court of Leon county, removing Mrs. Martha A. Manley from the office of administrator of Samuel Parkhill, deceased, to wit:—

At a Superior Court for Leon county, continued and held at the

court-house in the city of Tallahassee, on Monday, the 18th of March, A. D. 1844. Present the honorable

SAMUEL J. DOUGLAS, Judge.

In the matter of the Estate of Samuel Parkhill, deceased.

On an appeal from an order of the County Court of Leon county revoking the administration of Martha Ann Manley, late Martha Ann Parkhill.

This cause coming on to be heard anew upon the merits, and it appearing to the satisfaction of the court, that Henry Bond, Richard K. Call, George K. Walker, and Benjamin W. Gause, the securities upon the official bond of said Martha are insufficient: It is therefore ordered that the judgment and decree of the county court be affirmed, and that the letters of administration heretofore granted to the said Martha be and remain revoked, annulled and set aside. It is further ordered that John G. Camp, Esq., Marshal of the District of Middle Florida, do take the property of the said estate of Samuel Parkhill in his possession, to remain there till the further order and direction of this court.

To the introduction of which defendant by his counsel objected, but the court overruled the objection and allowed the evidence to go to the jury, and defendant by his counsel excepted.

The said plaintiff then proved that the term "sundry executions issued out of the clerk's office," as stated in the bills of sale referred to and given in evidence, were the following:—

Execution No.	3278,	in favor of	C. B. Bioren.
"	"	3279,	"	George B. Pease.
"	"	3280,	"	Ann Davidson.
"	"	3281,	"	R. T. Birchett, Assignee,
"	"	3282,	"	Same.
"	"	3283,	"	Richard A. Saunders.
"	"	3284,	"	P. Philips.
"	"	3285,	"	Moore & Montford.
"	"	3286,	"	William Fisher.

All against Hiram Manley and Martha Ann Manley, admrs. of Samuel Parkhill, deceased.

It was admitted by defendant's counsel that these were executions issued on the same day, and on judgment rendered at the same
*20 *term, and on the same pleadings as the case of The Union Bank against Manley and wife, admrs. of S. Parkhill.

The said plaintiff also introduced and read to the jury the mandate of the Supreme Court, reversing the judgment rendered in the Superior Court at the suit of The Union Bank of Florida against Martha Ann Manly and Hiram Manley, administrators of the estate of Samuel Parkhill, deceased, and the entry of this court thereon dismissing said suit, to wit:—

State of Florida.

To the Honorable the Judge of the Circuit Court of the Middle Circuit of Florida, in and for Leon County, greeting:—

Whereas, lately in the Superior Court of the Middle District of Florida, in and for the county of Leon, before you in a cause between The Union Bank of Florida, plaintiff, and Martha Ann Manly and Hiram Manly in right of his wife said Martha, administrators of Samuel Parkhill, deceased, defendants, the judgment of said Superior Court was in the following words, to wit: "This day came the parties by their attorneys, and the plaintiff by its attorney filed its special demurrer to the defendants' rejoinder to the plaintiff's replication filed herein to the defendants' amended plea puis darien continuance, filed by leave of the court on the 24th February last, in which demurrer the defendants joined; whereupon, the matters of law arising upon the plaintiff's demurrer to the said rejoinder being argued, it seems to the court here that the said rejoinder, and the matters and things therein alleged, are not sufficient in law to bar or preclude the plaintiff from having and maintaining its action aforesaid against the said defendant; therefore it is considered by the court that the said plaintiff recover against the said defendant the sum of $\$94,182\frac{22}{100}$, parcel of the debt in the declaration mentioned, and the sum of $\$27,982\frac{65}{100}$, its damages, making together the sum of one hundred and twenty-two thousand one hundred and sixty-four dollars and eighty-seven cents, and its costs by it about its suit in this behalf expended, to be levied of the goods and chattels, slaves, lands, and tenements of the said intestate, Samuel Parkhill, deceased, in the hands of the defendants to be administered, and the said defendants in mercy, &c.," as by inspection of the transcript of the record of the said Superior Court, which was brought into the Supreme Court of the State of Florida by virtue of a writ of error, agreeably to the act of the Legislative Council of the Legislative Council of the Territory of Florida, continued in force in this State by the Constitution of this State, in such case made and provided, fully and at large appears.

And whereas, at the January term, in the year of our Lord one thousand eight hundred and forty-six, the same cause came on to be heard before the said Supreme Court on the said transcript of the record, and was argued by counsel; on consideration whereof, it was considered by said Supreme Court, that the said judgment of the Superior Court for Leon County be reversed, annulled, and set aside; and that the plaintiffs in error *recover against the said Union Bank of Florida, the defendant in error, their costs by them about this suit in this behalf expended, which costs amount to the sum of $\$25\frac{89}{100}$ dollars. You, therefore, are hereby commanded that such proceedings be had in said cause as according to right and justice and the laws of the State of Florida, ought to be had, the said writ of error notwithstanding.

*21

Witness the Honorable Thomas Douglass, Chief Justice of said Supreme Court, at Tallahassee, this fourth day of May, A. D. 1846.

[SEAL.] M. D. PAPY,
Clerk Superior Court.

At a Circuit Court for the county of Leon, continued and held at the court-house, in the city of Tallahassee, on Saturday, the 9th day of May, A. D. 1846.

Present, the Honorable George W. McRae, Judge.

THE UNION BANK OF FLORIDA, Plaintiff,
vs.
MARTHA ANN MANLY and HIRAM MANLY, in right of his wife said Martha, administrators of Samuel Parkhill, deceased, Defendants.

This day came the defendants, by their attorney, and presented to the court here, the mandate of the Supreme Court of this State, to which an appeal had been taken, by the defendants, from the judgment heretofore rendered in this cause, by which mandate it appears that the judgment heretofore rendered in this cause was reversed, annulled, and set aside, and that the cause be ordered to be rendered to the Circuit Court of Leon County, with directions to that court that such proceedings be had in said cause as according to right and justice and to the laws of Florida ought to be had.

It is therefore ordered, that the judgment heretofore rendered in this cause, in the Superior Court for the county of Leon, be annulled and set aside, and that the said defendants, as administrators as aforesaid, recover against the said Union Bank of Florida their costs by them about their defence in this behalf expended, as well in the Supreme Court as in the said Superior and Circuit Courts, to be taxed by the clerk of this court.

The said plaintiffs then offered to introduce in evidence the original deeds of mortgage executed by Samuel Parkhill, in his lifetime, to the Union Bank of Florida (nine in number), to secure his shares of stock in said bank, with the view of proving that the slaves in suit were embraced in said mortgage, &c. &c.; to the introduction of which evidence the defendant, by his counsel, objected, but the court overruled the objection, and the defendant excepted to the decision; and thereupon, an abstract of the said mortgages, which it was agreed should stand in lieu of said original deeds, was given in evidence to the jury, to wit:—

* 22 *Stock Mortgages.

Memorandum of Samuel Parkhill, to the Union Bank of Flordia:
19 March, 1835—N. E. ¼ sec. 3, T. 1.
E. ½ N. W. ¼ sec. 3, T. 1.
W. ½ N. W. ¼ sec. 2, T. 1.
S. E. ¼ sec. 34, T. 2, R. 2, N. & E.
E. ½ S. W. ¼ sec. 34, T. 2, R. 2, N. & E.

W. ½ N. E. ¼ sec. 34, T. 2, R. 2, N. & E.
S. W. ¼ sec. 35, T. 2, R. 2, N. & E.
For fifty shares, 50.

1 February, 1837—N. W. ¼ sec. 31, T. 1, R. 4, N. & E.
E. ½ S. E. ¼ " "
E. ½ S. E. ¼ sec. 36, T. 1, R. 3, N. & E.
W. ½ S. W. ¼ sec. 31, T. 1, R. 4, N. & E.
W. ½ S. E. ¼ sec. 36, T. 1, R. 3, N. & E.
Slaves Homidy, Doll, Elias, Sarah, Hagar, Elizabeth, Sam, Johnny, Juba, Jane. For sixty shares, 60.

(Note—The land with 31 shares transferred to H. J. Mills.)

1 March, 1838—Remortgage of the property in the two preceding mortgages for forty-one shares, 41.

(Note—13 shares transferred to H. J. Mills.)

16 May, 1838—N. E. ¼ sec. 33, T. 2, R. 2, N. & E.
E. ½ N. W. ¼ " "
N. W. ¼ sec. 34, " "
S. E. ¼ sec. 33, " "
South ½ sec. 34, " "
S. W. ¼ sec. 35, " "
W. ½ N. W. ¼ sec. 2, T. 1, R. 2, N. & E.
N. E. ¼ sec. 3, " "
E. ½ N. W. ¼ " "

Slaves Cæsar, York, John, Toney, Bristo, Frederick, Elias, Claibourn, Dick, Bob, Johnny, William, Old Tom, Ned, Albert, Davy, Frank, John, Sy, Lisbon, Ben, George, William, Primus, Ellick, George, Jim, Toney, Horris, Toney, Cuff, York, Dick, Cuba, Amy, Grace, Abram, Rose, Melinda, Francis Beck, Juba, Fillis, Chloe, Amy, Francis, Susannah, Little Juba, Jane, Margaret, Frank, Mahala, Julia, Louisa, Rachael, Ellen, Matilda, Caroline, Celia, Maria, Nancy, Winney, Monica, Eddy, Kitty, Fillis, Hester, Amy, Isreal, Sibby, Scipio, and Long Mary.
For four hundred and seventy shares, 470.

(Note—105 shares transferred to the Prest. U. B'k of Fla.)

16 May, 1838—W. ½ S. W. ¼ sec. 1, T. 2, R. 1, N. & W.
South ½ sec. 2, " "
S. E. ¼ sec. 3, " "
W. ½ N. W. ¼ " "
Lot 1 sec. 4, " "
Lot 1 and 5, sec. 9, " "
North ½ sec. 10, " "
* 23 *S. E. ¼ sec. 10, " "
E. ½ S. W. ¼ " "
Fract'l sec. 11, " "
" sec. 14, " "
" sec. 15, " "
Lot 1, sec. 21, " "
Lots 1 and 2, sec. 22, "

Slaves: John, William, Edmund, Wilson, Little Wilson, Pitman, Sam, Henry, Rochester, Isreal, Daniel, Richard, Tom, Eliza, Polly, Nancy, Matilda, Barbara, Spottswood, Peggy, Mary, Daniel, Peny, Rachel, Emily, George, Phil, Billy, Frederick, Homady, Ned, Jack, Morgan, Anthony, Gully Jack, Tom Harkney, Tom Gonder, Sam, Homady, Primus, Isaac, John, Dolly, Sarah, Hagar, Elizabeth, Fanny, Morgianna, Martha Ann, Mary, Molly, Margaret, Diana, Ellen, Elizabeth, Sam, Sarah, for six hundred and ninety shares, 690.

(Note.—93 shares transferred to the President of the U. Bk. of F.)

20 May, 1838—S.W. ¼ sec. 3, T. 2, R. 1, N. & W.
E. ½ N.W. ¼ " " " "
W. ½ N.E. ¼ " " " "
Lot 6, sec. 4, " " "
Lots 2, 3, 6, & 7, sec. 9, " " "
Lot 8, sec. 4, " " "

For one hundred and one shares, 101.

15 May, 1839.—Gabriel, William, Squire, George, Isaac, Jacob, Kealing, Jacob, Moses, York, Albert, Adeline and child, Martha, Ann and two children, Mary and child, Clarissa, Sarah and child, Billy, Maria and child, Francis Goodwin, Ann and child, Queen and child, Hannah and child, Eliza, Emily, Rachael, Margaret, Fenton, Roday, Jane, Kitty, Judy, Patty, Jacob, Jim, Peter, Gabriel, Dick, Daniel, Hackless, Harriet, Walker, Willy, George, Nancy B. and child, Maria and child, Patsey, Cely, Nancy Burwell, for two hundred shares, 200.

25 January, 1840.—Slaves Sey, Kitty, for five shares, 5.

29 February, 1840.—W. ½ S.E. ¼ sec. 29, T. 2, R. 3, N. & E.
S.E. ¼ S.E. ¼ sec. 30, " " "
S.E. ¼ N.E. ¼ " " " "

For eight shares, 8

19 March, 1835,			50 shares.
1 February, 1836, for	60 shares		
Transfer to Mills,	31		
	—	29	"
7 March, 1838, for	41		
Transfer to Mills,	13		
	—	28	"
16 May, 1838, for	470		
Transfer to Pres't U. B.	105		
24*	—	365	" *
16 May, 1828,	690		
Transfer to Pres't U. B.	93		
	—	597	"
20 May, 1838,		101	"
15 May, 1832,		200	"

25 January, 1840,	5 shares.
29 February, 1840,	8 "
	1383 shares.

Union Bank of Florida, 15 July, 1847.

C. G. ENGLISH, Sol. U. B.

And the said plaintiffs rested their cause.

The defendant by his counsel then submitted his defence to the jury, and offered as an admission agreed upon by the counsel on both sides, the following statements:—

"It was agreed and considered as admitted that one of the slaves purchased by Ponder applied to the plaintiff, Moseley, before the sale to purchase her, because she had a husband owned by Ponder, who resided in the neighborhood. Mosely said he was unable to purchase, and recommended the slave to apply to Ponder to purchase her; accordingly the slave went over to Ponder's place, and afterwards Ponder came to the court-house, and after the conversation alluded to by Ponder in his testimony in Camp's case, the negro was bid off by Ponder."

The following testimony of Ponder in Camp's case to be considered as part of the admission, to wit:—

"William G. Ponder stated, he was present at the sale of the Parkhill slaves, under execution of Union Bank and others, in the spring of 1845. He further stated that Moseley was present at the sale, and advised him (the witness) to purchase. Some suggestions being made as to the title, Moseley said there would be no difficulty, said he had hired the negro and that it would suit the witness, said he thought there would be no difficulty about the property. Being cross-examined, and in answer to a question from plaintiff's counsel, said, the general impression was, that all the difficulty about the property had been done away; it was supposed that the judgment was legal, and had a right to sell the property.

Also called, William Bloxham, who being duly sworn, said he was present at the sale of Parkhill's slaves made by Marshal Camp; Messrs. Manley and Moseley were present. Col Gamble, Pres't of the Union Bank, was bidding for slaves for Meinetzhagen, and was buying without competition, when Manly asked witness to bid against him. Witness did so, and caused the slaves bought by Col. Gamble to bring about fifteen hundred dollars more than they would have done; Moseley was present and directing the sale, and arranging them in lots to be sold; for one slave, Ellen, he bid and run her up to a large price, stating that she was to be replevied and to be bought for Mrs. Brockenbrough. To the sale of this slave he objected, but to the sale of none others; he had a book with a list of the slaves in his hand, and stated he was desirous to keep the slaves in the little mortgage from being then sold. Was present at a conversation be-

tween plaintiff, Moseley, and Archer, when the latter observed that he intended to stop the negroes bought at the sale, and which the purchasers intended to send for sale to New Orleans. Witness then took plaintiff, Moseley, aside and stated to him that a friend of witness had bought some negroes at the sale and intended to send them for sale to New Orleans, and witness wished to know the intention of Moseley so as to advise his friend. Moseley then said that he would not lend his name to any interference with the sale, that he had felt greatly relieved thereby. When witness came up to the sale, Mr. Thompson was concluding an address to the people, saying that the sale was good and valid.

Cross-examined: said he did not hear the sale forbid by Archer. The place of conversation above alluded to was in Fisher's tavern. The remarks of Moseley above narrated occurred only between witness and Moseley, and apart from Archer; at that time the slaves alluded to were near town on their way to be embarked; with respect to Manley's suggestion to witness to bid, witness had on his own mere motion bid before, but in bidding against Gamble, witness bid beyond the value under an assurance that Gamble would bid more, and with a view to increase the credit of Parkhill's estate. Ponder was not present at the conversation between Moseley and witness. Does not know whether Ponder was present when Manley urged witness to bid. Witness bid off two negroes at the request of a friend, so stating at the time to the marshal. Knows Juba and Caroline, two of the slaves named in Ponder's bill of sale, but not their present value. Cannot state the value of the hire of the slaves. Juba, for an old woman, was a good hand, and was worth from forty to seventy dollars per year; Caroline about eighty dollars, the price fluctuating and generally low. A female slave of thirteen years would hire for about thirty dollars; a girl of eleven and a boy of ten would be worth about their victuals and clothes. The witness bid for several slaves, and all for Dorsey. Thinks the slaves altogether, and those bought by defendant, sold high, and for as much as they would have brought since. Witness has been sued for the negroes bought for Dorsey.

Also called John G. Gamble, who being duly sworn deposed, was present at the sale of the slaves by the Marshal in 1845, and took part in it. Moseley, the plaintiff in this suit, stood beside the witness, and took an active part in the sale. Moseley kept memoranda of the sales, divided the slaves into families and lots to have them sold. Moseley professed his entire satisfaction at the sale, stating that he was pleased to have the business closed. Ponder was present and bought at the sale. Moseley urged the bidding. The Marshal counselled during the course of the sale with Moseley, and sold under his instructions. By Moseley's directions the slaves were so divided as to bring the largest price. Thinks Moseley bid for Ellen, and run her up to eight hundred dollars or more, avowing that

*26 he *bid for Mr. Brockenbrough. Moseley expressed to

witness his satisfaction that the sale was made, as he wished to get rid of the concern.

Cross-examined: says he did not hear the sale forbid by Mr. Archer; has heard Ponder say he bought slaves at the advice of Moseley. In the year 1834 the witness borrowed money from Ponder to enable him to go to Europe to negotiate the bonds of the Territory of Florida. This was before the bank went into operation. Did not then or since explain the nature of the charter of the Union Bank to the defendant.

Also called John G. Anderson, who being duly sworn, said, was present at the sale spoken of on the first day; saw the plaintiffs, Moseley and Manly present at the sale. Manly kept a list; Moseley also kept a list, and directed the sale. Witness, acting for another person, applied to have a family put up in one lot; the marshal declined without Moseley's concurrence; Moseley refused and required the slaves to be put up separately, that they might bring more money, and they were thus sold. Heard Moseley bid more than once at the sale, and take the general direction of the sale. Heard all that Archer said. He got on a bale of cotton and stated that the widow's dower had not been allowed, and for that reason he forbid the sale.

Also called David D. Young, who being duly sworn, said, was present at the sale alluded to, heard, on the occasion of one of the slaves being offered, and not being run up, the plaintiff Moseley say, "bid up, bid up, gentlemen, the property is not bringing half its price. The title will be good." After that the property sold better. This declaration was made to the crowd around. Many persons were present.

Cross-examined. Said the declaration was made in a loud tone to those around and might be heard at the distance of ten paces. Heard Mr. Archer say that so far as he represented the widow he forbid the sale.

Also called Edward Houston, who being duly sworn, said he was present at the sale and saw there the plaintiffs, Moseley and Manly. Moseley assisted at the sale in pointing out and stating the qualities of the slaves; Manley had a list also. Did not hear Moseley bid, or advise others to bid. Heard Mr. Archer state that he claimed a title for Mrs. Manly's dower. Heard Mr. Thompson in reply say that the right of dower had been adjudicated and decided against, and that the title was good.

Also called Medicus A. Long, who being duly sworn said, was present several times at the sale for short periods, and at the beginning Mr. Archer got up and forbid the sale in the right of the widow and in her behalf; that she claimed dower and they must purchase subject to her title. He spoke in a loud tone to the crowd. Moseley was present with a list of the slaves, directing the sale, calling up and naming the slaves, and the order and manner of the sale. Heard the instance stated by Mr. Anderson.

27* Also called Otis Fairbanks, who being duly sworn said he was present at the sale. A few minutes before the sale Govenor Moseley stood on the steps. As the first slave was put up on the stand Mr. Archer rose and forbid the sale on account and behalf of the widow. Mr. Thompson replied and asserted the sale was valid. On Archer's forbidding the sale, Gov. Moseley by his manner and exclamation expressed disapprobation, saying the sale had better go on, they could not be sold at a better time. After that heard Moseley say "bid, bid, I do not wish the negroes to go for nothing." This remark seemed to be induced by the fact that just then some slaves had sold low; after it was made they sold better. Only saw Manly present and keeping a list of the slaves.

Also called Leslie A. Thompson, who being duly sworn, said that he was present at the sale. Before any slave was sold Mr. Archer rose and said that on the part of the widow he gave notice that the widow had not had her dower assigned, and that all who purchased would do so at their peril, subject to the widow's dower. Witness rose to reply, and stated that a claim similar to Mrs. Manly's had been decided against, and that the title was good against her claim. Did not see Gov. Moseley until the bidding commenced; saw Moseley bid for two slaves at least; heard him say to one of the crowd, when a negro was bid off, you have made a bargain; to another he spoke and encouraged him to bid; heard him object to a family being sold entire, and at his suggestion they were sold singly.

Cross-examined. Saw Gov. Mosely on the ground before the first slave was bid off. Did not hear Mr. Archer say one word about any other claim than the widow's dower, nothing about the claim of the administrators de bonis non. Witness in his reply did not state anything about the Union Bank of Florida, its mortgages or interest. Did not see Manly do or hear him say anything. Did not then notice Mr. Ponder. Witness did not before or since this suit hear him say anything about the Union Bank of Florida, mortgages, &c. &c. Went to the sale on the part of the attorney of the bank, and with no purpose of making any statement until he heard Mr. Archer's statement. Defendant having here rested his cause, the plaintiffs offered to read in evidence a bill filed on the equity side of the Superior Court of the Middle District of Florida, in which William D. Moseley and his sureties were complainants, praying relief, &c., to wit:—

To the honorable Samuel J. Douglass, Judge of the Superior Court of the Middle District of Florida in and for the county of Leon, in Chancery sitting: The bill of complaint of William D. Moseley, William Doggett, Green Chaires, Henry Doggett, Alexander Moseley, and William P. Moseley, respectfully represents that complainant, William D. Moseley, on or about the 23d April, 1844, was duly qualified administrator de bonis non, jointly with Martha Ann Manly, of the estate of Samuel Parkhill, deceased, left unadministered by the said Martha Ann Manly, late Martha Ann

*28 Parkhill, the former administratrix. That said Co. complainants were *and are the sureties on the bond of said administrators de bonis non, but were never the securities of said Martha Ann in the original administration, that a large number of slaves, all of about the value of seventy-five thousand dollars, left unadministered by said Martha, came to the possession of said William D. Moseley, administrator de bonis non, as aforesaid, as will appear by reference to the inventory and appraisement thereof returned by said William D. Moseley, to the County Court of Leon County, and signed by him and him alone, a certified copy of which will be produced, if necessary, at the trial of this cause. That on the 4th January, 1845, a judgment was rendered in Leon Superior Court against said administrators de bonis non, at the suit of the Union Bank of Florida, for upwards of seventy thousand dollars, to be levied of the goods and chattels, slaves, lands, and tenements of said Samuel, deceased, in the hands of said administrators de bonis non, that said judgment remains of force against said Moseley, as administrator de bonis non, not satisfied or reversed, as will appear by reference to the record of the proceedings therein in said court, under the statute of the territory, authorizing the foreclosing of mortgages at common law. That the judgment aforesaid is the only judgment recovered against said administrators be bonis non, and that said William D. Moseley, since the rendition of the same, has retained until a few days past, the property of said estate in said inventory mentioned, to satisfy said judgment in case the same be affirmed in the appeal now pending in the Court of Appeals. That said complainant, Moseley, has hired out the slaves of said estate, for the present year, to divers persons for a large sum of money, to wit: seven thousand dollars, and upon notes secured, to be paid at the end of the year. That since the rendition of said judgment, and since the hiring aforesaid, the said Union Bank of Florida, John C. Montford, and Kidder M. Moore, executors of William Turner, deceased, William Fisher, Pierport Philips, Richard T. Birchett, assignee, Ann Davidson, Richard C. Saunders, George B. Pease, Charles B. Bioren, Lot Porter, Thomas R. McClintock, have severally obtained judgments, as complainants are informed, in Leon Superior Court, on the law side thereof, for various and large sums of money, against the said Martha Ann Manley, and Hiram Manly, her husband, as administrators of Samuel Parkhill, deceased, by virtue of the original administration of said Martha; that said judgment-creditors have sued out executions against said Manly and wife, as administrators, "to be levied of the goods and chattels, slaves, lands, and tenements of the said Samuel Parkhill, deceased, in their hands as administrators, to be administered. That these complainants are not parties to said judgments or sureties, for said Martha, on her original administration, and are advised that they are in no wise liable for, or bound to pay said judgments or executions, and that they are in no wise responsible for any maladministration, defaults, failures, or devastavits

of said Hiram and Martha, or either of them, in the management and administration of the estate of said Samuel, under the original administration. Nevertheless, these complainants expressly aver, and now show *unto your honor, that the judgment creditors of Manly and wife, above named, and John G. Camp, marshal of the said Middle District, have proceeded under said executions to levy the same upon the estate of said Samuel, in the hands of complainant, William D. Moseley, as administrator de bonis non, retained to satisfy the judgment against him, and did in fact, on Monday, 31st March, 1845, levy the same upon divers of said slaves then in the actual possession of the hirers of said slaves, and that they have advertised the said slaves to be sold on the first Monday in May next, to satisfy said judgments and executions against Manley and wife; and these complainants further represent that said William D. Moseley, and said other administrators de bonis non, have not since the administration by said Moseley, committed any waste or devastavit of the effects of said estate, but that said William D. Moseley, being in possession of said estate, was proceeding to administer the same according to law, and to pay the judgment of the 4th January, 1845, recovered against him, if the same should be affirmed.

*29

That unless the judgment creditors of Manly and wife, and the Marshal, John G. Camp, Esq., are enjoined and restrained from proceedings so oppressive to said William D. Moseley and his said securities; and unless the said estate is protected in the hands of said William D. Moseley, administrator de bonis non, on the faith of which the judgment of the 4th January, 1845, was rendered, these complainants will be compelled in effect to pay the debts of Manly and wife, for which they are in no wise bound; will be left without any assets to pay the judgment of 4th January, 1845, and will be compelled without waste or devastavit, default or mal-administration on the part of the administrators de bonis non, for whom alone they are sureties, to pay out of their individual means the said judgment of the 4th January, 1845, in case the same is affirmed. All of which actings, doings, and pretences on the part of said judgment creditors and said John G. Camp, are contrary to equity and good conscience, and tend to the manifest wrong, injury, and oppression of these complainants. In tender consideration whereof, and inasmuch as complainants are remediless in the premises except in equity, where matters of this nature are properly cognizable and relievable. To the end therefore that the said Union Bank of Florida, Kidder M. Moore, and John C. Montford, William Fisher, Pierpont Philips, Richard T. Birchett, Ann Davidson, Richard A. Saunders, Geo. B. Pease, Charles B. Bioren, Lot Porter, and Thomas R. McClintock, may severally and respectively under oath full, true, direct, and perfect answer make to all and singular the matters above set forth, and that as fully and particularly as if the same were here repeated, and they and every of them distinctly interrogated thereto; and that the said defendants above named and each of them, their and each

of their agents and deputies be perpetually enjoined, inhibited, and restrained from levying upon, selling, retaining, taking away, or otherwise interfering with said slaves or either of them, levied *30 upon and advertised for sale under and by virtue of *said executions against said Manly and wife as adm'x and administrator of the estate of Samuel Parkhill under the original administration. That said defendants above named and said John G. Camp be decreed to redeliver said slaves levied upon and advertised for sale to the several persons from whose actual possession they were taken, or to said William D. Moseley, or that such other and further relief be had in the premises as to this honorable court shall seem meet and proper in the premises. May it please your honors, &c.

ARCHER, Sol. for Comp'ts.

William D. Moseley being sworn saith, that the matters of fact contained in the foregoing bill, as far as they are stated from his own knowledge, are true, and as to those matters stated upon information derived from others he believes to be true.

W. D. MOSELEY.

Sworn to and subscribed before me this 4th April, A. D. 1845.

SAM'L J. DOUGLAS, Judge.

Let the bill be filed, the injunction is denied.

S. J. DOUGLAS, Judge.

To the admission of which in evidence the said defendant by his counsel objected, but the court overruled the objection, and allowed the said bill to be read in evidence to the jury, to which decision of the court the defendant by his counsel excepted.

Also called, Frances H. Flagg, who being duly sworn said, he was present at the beginning of the sale alluded to; heard Mr. Archer's protest. Mr. Archer protested against it as being irregular or illegal; and besides that, the widow has not had her dower.

Cross-examined, said, does not recollect that he said that while it was irregular or illegal, he uses the terms "besides that," the widow's dower had not been assigned. He did express any other particular cause of irregularity. Mr. Thompson in reply said that the question of or the right of dower in the widow had been decided, and the title was good. Did not go there for the purpose of bidding.

Also called Justus R. Fortune, who being duly sworn said: He was present at the sale; heard either Judge Manly or Mr. Archer make an objection to the sale, he does not know which. Cannot say whether he went there to bid or not; he did in fact bid off one old negro man, but did not take possession of him; gave him up to Gov. Call.

Also called John Daffin, who being duly sworn said: He was present at the sale, and heard Mr. Archer get up and object to the sale; and he thinks, but cannot certainly say, that the sale was illegal, as the widow had not her dower assigned her.

Cross-examined. Thinks he heard the word illegal, and that the widow had not her dower.

Also called James T. Archer, who being duly sworn said: Witness by a bill had made an application to the court, on the morning of the sale, for dower for the widow. Did not press it, as the same point had been decided adversely, but wished it filed as a notice. Witness wrote a notice for Manly to make, but Manly hesitated, and *31 then witness rose (not on a cotton bale), and in an excited and *audible voice declared that the sale was illegal, and that the widow had a claim for dower, and all persons would purchase at their peril. Witness was much excited, and does not profess to state precisely what he did say. Mr. Thompson rose then, and equally excited declared the sale legal, &c. Witness then went on to explain his understanding as to the effect and illegality of the judgments, at and ever since the time they were rendered, and he came to the sale with all those impressions on his mind, and but for the testimony of the defendant's witnesses, this witness would have believed that he gave utterance to those sentiments.

Cross-examined. Admits he was excited and agitated when he made the statement. Since the filing the bill before mentioned, knows of no other action by plaintiff Moseley to stop the sale.

Defendant then called Dr. John G. Gamble, Jr., who being duly sworn said: Was present when Mr. Archer got up; was near him. He said in terms that the widow had not released her dower, and persons were notified of the fact and would purchase at their peril. Mr. Thompson arose and said in reply, that the question had been settled against the claim of dower, and the title was good.

Both parties here closed their evidence.

And the cause having been fully argued by counsel on both sides, his honor the judge instructed the jury as follows, to wit:—

1. The judgment and execution under which the slaves were sold are wholly void and gave no authority, and no right of property passed by the sale.

2. That the judgment and execution being against administrators who had been removed from office, it is the same as if there had been no judgment nor execution.

3. That defendant must be regarded as having purchased with knowledge of the title, is affected with notice of the illegality of the sale, and stands in the position of the Union Bank, the plaintiff in the sale, and of the administrators who had been removed, getting their title and no other. Unless the jury shall be satisfied that the administrators of Parkhill, at the time of the sale, wilfully, deliberately, and of their own free accord and consent, agreed to waive the objections to the sale, and to affirm its validity, and that purchases were mainly made on the faith of such conduct, action or admission, and not relying on the legality of the sale; or if the jury are satisfied that Ponder would have purchased without reference to

any statement or conduct of the administrators at the sale, then there is no bar to the recovery of plaintiffs.

4. That if they are of opinion there was fraud on the part of the plaintiffs, or a disposition to entrap, or mislead, or deceive purchasers in their action and conduct, they must find for defendant.

5. That if they find that such advice and conduct proceeded from one administrator, and not from both, that this is not to be regarded as conclusive, but that the action of that administrator shall be preferred which is most favorable to the estate.

*32 6. That if they are satisfied that this admission and conduct were *the effect and result of the party's convictions to the obedience due to the decision of the court after the applications made by the party to arrest the judgment, and the sale by the officer under the impression that the court had rightly decided, that such action and such conduct will not stop the parties from asserting their rights and interest on discovering that the court was wrong, and the judgment and sale a nullity. That a defendant is bound to respect the decision of the constituted authorities, and this obedience and a conduct and action consistent therewith, is not to be taken as the free act of the party to estop him from asserting the truth afterwards.

7. That if the jury are of opinion that the action and conduct of administrators proceeded from a desire not to obstruct or thwart the action of the court, or from a disposition to prevent the injury that would arise from a sale of the negroes at a reduced price in case the judgment and execution might turn out to be valid, and with no disposition to entrap purchasers, then that such action and conduct are not wilful, and do not estop plaintiff from recovery.

8. That after the applications to the court by Moseley to arrest the sale and in opposition to the judgment and execution, it was not the duty of the administrator, Moseley, to give notice or protest at the sale or to take any part; that as to the judgment, execution and sale, he must be considered as having been adjudicated as no representative, or a discredited representative, and his action afterwards must be regarded as that of an individual, and not to effect the estate.

And thereupon the said defendant prayed the court to instruct the jury in his behalf as follows, to wit:—

I. That if the jury believe from the evidence that the slaves sued for went into the possession of the defendant with the consent of the said plaintiffs, or either of them, express or implied, then that such bailment implies an agreement by defendant to re-deliver upon request, and that no action can be maintained except after demand and refusal by defendant to re-deliver.

II. That there having been no evidence whatever of a demand on defendant before suit brought for the return of this property, the plaintiffs are not entitled to recover.

III. That the plaintiffs in this action being strangers to the judgments on which the executions in evidence issued, and under which

the sale by the marshal was made, are not allowed in this action as against this defendant, a purchaser at such sale, to set up that such judgment was and is void, nor to impeach the same collaterally.

IV. That to support the title of a purchaser at marshal's sale as against the defendants in execution, it is enough that he shows a judgment of a court of competent jurisdiction; and that a sale was made by virtue of an execution of the kind the statutes prescribes; and to support the title of such purchaser as against the plaintiffs in this action, or strangers to that judgment upon the allegation of title in such plaintiffs, then that a sale of the property by such marshal, in the presence of such alleged owners, without objection on their

*33 *part, estops the plaintiffs from impeaching the transaction on the ground of their better title.

V. That, if the jury believe from the evidence that William D. Moseley, administrator de bonis non of Sam. Parkhill, deceased, one of the plaintiffs, had sole possession of the negroes in controversy before the time when defendant became possessed of them, then that even if the slaves had been wrongfully taken by defendant out of his possession, the said Moseley could bring an action alone and in his individual name for the slaves, and that the said Moseley cannot defeat any defence of defendant against him alone, and in his individual capacity by joining his co-administrators and suing jointly as administrators.

VI. That if the jury believe from the evidence that the negroes in controversy were offered at public sale in May, 1845, and that on that occasion the said plaintiffs, or either of them, knowing their title, stood by and did not forbid the sale, and that defendant thereupon purchased the negroes under the supposition that the title was good, then that the party so standing by and being silent, will be bound by the sale, and is estopped from asserting the title in himself.

VII. That if the jury believe from the evidence that plaintiffs, or either of them, stood by and saw the property now sued for sold to the defendant at public sale as the property of another under an erroneous opinion of title, without making known their title, then that plaintiffs will not be permitted afterwards to exercise their legal rights against such defendant.

VIII. That if the jury believe from the evidence that the plaintiffs, or either of them, have made admissions and declarations which are clearly inconsistent with the claims they now propose to set up, that the defendant acted on the admissions and declarations so made, and that defendant will be injured by allowing the truth of such admissions and declarations to be disproved, then that the plaintiffs are estopped from setting up an adverse title.

IX. That if the jury believe from the evidence that William D. Moseley, administrator de bonis non of Samuel Parkhill, one of the plaintiffs in this action, did heretofore and before the said sale shown in evidence, send one of the slaves in controversy to the defendant, making known to him that said slave was about to be sold, recom-

mending him to purchase such slave at the time and place where the sale afterwards took place, that he, Moseley, would buy the slave but for lack of means, that by reason of such recommendations and suggestions Ponder attended the sale, that at such sale upon such suggestion made about the title, Moseley said there would be no difficulty, that at said sale Moseley was present giving a sanction to the sale, aiding in its execution, encouraging bidders, both by declaring values and qualities of slaves, as also by bidding for slaves himself, and that defendant purchased the slaves he bid off on the faith of such acts, understanding that he was getting a good and valid title to the slaves, then that said Moseley is stopped from setting up title in himself against said defendant and plaintiffs cannot recover.

X. That the relations which exist between the Union Bank of
*34 *Florida and the estate of Parkhill have nothing to do with this suit, nor are the bond holders parties to this action, nor do these things enter into the decisions of the issues in this case.

XI. That if the jury believe from the evidence that before and at the time of the sale shown of the slaves in controversy, said Moseley, the plaintiff, well knew said sale was to be made under an execution which is now shown to have had no power to touch the property in question, and that yet notwithstanding Moseley allowed the sale to proceed without claiming the property as his own as administrator de bonis non, but declared the title proposed to be sold by the marshal good, and that there would be no difficulty, then that such conduct of said Moseley, as administrator de bonis non, was and is, as against the defendant, a purchaser at said sale, an adoption by Moseley, administrator de bonis non, of that sale as his own, and stops him from setting up that no title passed by said sale. That such alienation is equal in effect to an original conveyance.

XII. That if the jury believe from the evidence that Moseley, one of the plaintiffs, bid for property sold at the sale by the marshal, then that such act was an encouragement to all persons present to bid at said sale, and precludes him from denying its legality.

XIII. That if the jury believe from the evidence that the declarations of Moseley, administrator de bonis non of Samuel Parkhill, on the day of the sale were made to the bystanders after the manner of one having authority and control, and direct the sale, then the jury have a right to consider the said sale as made by him in his character of administrator de bonis non, and that a good title passed to the purchaser, which he cannot gainsay or resist.

XIV. That even if the plaintiffs and defendant are equally innocent, then that the rule is, that if one of the two innocent parties is to suffer, he is to suffer whose first action and conduct causes the mischief, and that the purchasers at this sale are not to lose their money and their slaves, if the loss would fall upon them, either by the culpable negligence of Moseley or by his omission to assert an adversary title at a time when he knew the same; all which said

instructions the said court refused to give to the jury, but in reference to the tenth prayer for instruction, instructed and charged the jury—

That the property in question could not be sold under execution by the Union Bank of Florida, except as a trustee for the bondholder, and that Ponder is not a purchaser without notice: That until the expiration of the time limited in the mortgage, the Bank cannot sell the slaves under a judgment at law for a debt of its own.

To all which said several rulings, decisions and judgments of the said court during the trial of this cause, to the instructions given to the jury, and to the refusal of the said court to instruct the jury as prayed by defendant, the said defendants excepts, and forasmuch as the said matters excepted do not appear upon the records of said court, tenders this his bill of exceptions, and prays that the same may be signed, sealed, and made part of the record. And it is done accordingly.

THOMAS BALTZELL, Judge. [SEAL.]

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the office of the clerk of said court, in words and figures following, to wit:—

The President of the United States to the Union Bank of Florida.

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the Clerk's Office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit, under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

{ Seal of U. S. Dist. Court. } GEORGE W. HUTCHINS.

Mem. The defendant is required to enter his appearance in this suit in the Clerk's Office, on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

And afterwards, the said subpœna was returned to the said clerk's office, endorsed in the words and figures following, to wit: Executed the within by serving a copy thereof on B. F. Whitner, President of the U. Bank, May 30, 1854.

E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the office of the clerk of said court, in the words and figures following, to wit:—

The President of the United States to Edward Houstoun.

You are hereby commanded and strictly enjoined, that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit, under a penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

{ Seal of U. S. Dist. Court. } GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

And afterwards, the said subpœna was returned, endorsed by the marshal, in the words and figures following, to wit: Executed 21 May, 1854.

E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court in the words and figures following, to wit:—

The President of the United States to Richard Haywood.

You are hereby commanded and strictly enjoined that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said Court, this 15th day of May, A. D. 1854.

[SEAL OF THE U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

And afterwards the said subpœna was returned to said clerk's office endorsed as follows:—

Executed,

E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the office of the clerk of said court in the words and figures following, to wit:—

The President of the United States to William Bloxham.

You are hereby commanded and strictly enjoined that, laying all other business aside, and, notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said Court, this 15th day of May, A. D. 1854.

[SEAL OF THE U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said subpœna was returned to the clerk's office endorsed by the marshal in the words and figures following, to wit:—

Executed, E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 10th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court, in the words and figures following, to wit:—

The President of the United States to Daniel Meinertzhagen.

You are hereby commanded and strictly enjoined that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, judge of said court, this 15th day of May, A. D. 1854.

[SEAL U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the trial may be taken *pro confesso.*

And afterwards, the said writ was returned to the clerk's office of

said court, endorsed by the marshal in the words and figures following, to wit :—

Not executed by not being in my bailiwick.
June 5, 1854. E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May A. D. 1854, the following subpœna was issued from the clerk's office of said court in the following words and figures following, to wit :—

The President of the United States to William Gorman.

You are hereby commanded and strictly enjoined, that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

[SEAL OF U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office, on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

And afterwards the said writ was returned to the clerk's office of said court, endorsed in the words and figures following, to wit :—

Executed the within by serving a copy on defendant.
May 18, 1854. E. E. BLACKBURN, Marshal.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court in the words and figures following, to wit :—

The President of the United States to Robert H. Gamble.

You are hereby commanded and strictly enjoined that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of Complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars. Witness the Honorable Isaac H. Bronson, judge of said court, this 15th day of May, A. D. 1854.

[SEAL OF U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the writ may be taken *pro confesso.*

And afterwards the said writ was returned to the office of the clerk of said court, endorsed by the Marshal, in the words and figures following, to wit:—

Executed the within by serving a copy on def't this 18th day of May, 1854.

E. E. BLACKBURN, Marshal.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court in the words and figures following, to wit:—

The President of the United States, to Green H. Chaires.

You are hereby commanded and strictly enjoined that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars. Witness the Honorable Isaac H. Bronson, judge of said court, this 15th day of May, A. D. 1854.

[SEAL OF U. S. DIST. CT.] GEO. W. HUTCHINS.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

Which said subpœna was returned unexecuted.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court in the words and figures following, to wit:—

The President of the United States to William Ware or (*William H. Ware*):—

You are hereby commanded and strictly enjoined, that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 16th day of May, A. D. 1854.

[SEAL of the U. S. District Court.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said subpœna was returned to the clerk's office of said court endorsed in the words and figures following, to wit: Executed the by serving a copy on def't this 18th of May 1854.

E. E. BLACKBURN, Marshal.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court in the words and figures following, to wit:—

The President of the United States to Benjamin F. Whitner:—

You are hereby commanded and strictly enjoined that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the 1st Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

[SEAL of U. S. Dis't Court.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable otherwise the bill may be taken *pro confesso.*

And afterwards the said subpœna was returned to the clerk's office of said court endorsed in the words and figures following, to wit: Executed 26th May, A. D. 1854.

E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the office of the clerk of said court, in the words and figures following, to wit:—

The President of the United States to James Kersey:—

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

[Seal of U. S. Dist. Court.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

And afterwards the said subpœna was returned to the clerk's office of said court, endorsed in the words and figures following, to wit:—

Executed 21 May, 1854. E. E. BLACKBURN, Marshal, By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the office of the clerk of said court, in the words and figures following, to wit:—

The President of the United States to Robert W. Williams:—

You are hereby commanded and strictly enjoined that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

[Seal of U. S. Dist. Court.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

And afterwards the said subpœna was returned to the clerk's office of said court, endorsed in the words and figures following, to wit:—

Executed 3d June, 1854. E. E. BLACKBURN, Marshal, By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the office of the clerk of said court, in the words and figures following, to wit:—

The President of the United States to Edward Carrington Cabell.

You are hereby commanded and strictly enjoined that, laying all other business aside, and notwitstanding any excuse, you personally be and appear before the Judge of our District Court for the North-

ern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the honorable Isaac H. Bronson, judge of said court, this 15th day of May, A. D. 1854.

{ Seal of U. S. Dist. Court. } GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards, the said subpœna was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit: Executed 23d May, 1854. E. E. BLACKBURN, Marshal, By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court, in the words and figures following, to wit:—

The President of the United States to David C. Wilson.

You are hereby commanded and strictly enjoined, that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under a penalty of five hundred dollars. Witness the honorable Isaac H. Bronson, judge of said court, this 15th day of May, A. D. 1854.

{ Seal U. S. Dist. Court. } GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office, on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said writ was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit: Executed 26 May, A. D. 1854. E. E. BLACKBURN, Marshal, By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the office of Clerk of said Court, in the words and figures following, to wit:—

The President of the United States to Richard A. Shine.

You are hereby commanded and strictly enjoined that, laying all

other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the Clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said Court, this 15th day of May, A. D. 1854.

[SEAL.] GEO. W. HUTCHINS, Cl'k.

Mem. The defendant is required to enter his appearance in this suit in the Clerk's office, on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards, the said writ was returned to the Clerk's office aforesaid, endorsed in the words and figures following, to wit: Executed 21 May, 1854. E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards the following subpœna was issued from the Clerk's office of said Court, in the words and figures following, to wit:—

The President of the United States to Jacob Elliott.

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the Clerk's office, in Tallahassee, to answer to a bill of complaint exhibited against you, in our said court, by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness, the Honorable Isaac H. Bronson, Judge of said Court, this 15th day of May, A. D. 1854.

[SEAL.] GEORGE W. HUTCHINS, Cl'k.

Mem. The defendant is required to enter his appearance in this suit in the Clerk's office, on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said subpœna was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit:—

Executed 18th May. 1854.

E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court in the words and figures following to wit:—

The President of the United States to Perry L. Barronton.

You are hereby commanded and strictly enjoined that laying all

other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said Court, this 15th day of May, A. D. 1854.

[SEAL OF THE U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office, on or before the day at which the writ is returnable, otherwise the writ may be taken pro confesso.

And afterwards the writ was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit:—

Executed 20 May, 1854. E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court, in the words and figures following, to wit:—

The President of the United States to James Ormond.

You and each of you are hereby commanded and strictly enjoined that laying all other business, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

[SEAL.] G. W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day on which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said writ was returned endorsed in the words and figures following, to wit:—

Executed 20th May, 1854. E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court, in the words and figures following, to wit:—

The President of the United States to Amos Lee.

You are hereby commanded and strictly enjoined, that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

[SEAL.] GEO. W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said writ was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit:—

Executed 18th May, 1854. E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of the District Court for the Northern District of Florida, in the words and figures following, to wit:—

The President of the United States to Solomon E. Mathers.

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said Court, this 15th day of May, A. D. 1854.

[SEAL OF U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said subpœna was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit:—

Executed May 22d, 1854.

E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 15th day of May, A. D. 1854, the following subpœna was issued from the clerk's office of said court, in the words and figures following, to wit:—

The President of the United States to Zechariah Jerkins.

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said Court, this 15th day of May, A. D. 1854.

[SEAL OF U. S. DIST. COURT.] GEORGE W. HUTCHINS, Clerk.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso*.

And afterwards the said subpœna was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit:—

Executed 19th May, 1859.

E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 5th day of May, A. D. 1854, the following subpœna was issued from the office of the clerk of said court, in the words and figures following, to wit:—

The President of the United States to Thomas G. Gaskins.

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the judge of our District Court for the Northern District of Florida, on the first Monday of June next, at the Clerk's Office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the honorable Isaac H. Bronson, Judge of said court, this 15th day of May, A. D. 1854.

[Seal of U. S. District Court.]

Mem. The defendant is required to enter his appearance in this suit in the Clerk's Office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said writ was returned to the clerk's office, endorsed in the words and figures following, to wit:—

Executed 21 May, 1854. E. E. BLACKBURN, Marshal,
By A. H. FELKEL, D. M.

And afterwards, to wit, on the 14th day of August, A. D. 1854, the following subpœna was issued from the office of the clerk of said court, in the words and figures following, to wit:—

The President of the United States to Green H. Chaires.

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the judge of our District Court for the Northern District of Florida, on the first Monday of September next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 14th day of August, A. D. 1854.

[Seal of U. S. Dist. Court.] GEORGE W. HUTCHINS, Clerk,
By A. PERRY AMAKER, D. C.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said writ was returned to the clerk's office of said court, endorsed in the words and figures following, to wit:—

Executed 2d Sept., 1854. E. E. BLACKBURN, Marshal,
By L. C. DE MILLY.

And afterwards, to wit, on the 7th day of October, A. D. 1854, the following subpœna was issued from the clerk's office of said court, in the words and figures following, to wit:—

The President of the United States to William D. Moseley.

You are hereby commanded and strictly enjoined that laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of November next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 7th day of October, A. D. 1854.

{ Seal of U. S. Dist. Court. } GEORGE W. HUTCHINS, Cl'k.
By A. PERRY AMAKER, D. C.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

And afterwards the said writ was returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit:—

Served a true copy personally upon Wm. D. Moseley, this 24th October, A. D. 1854. E. E. BLACKBURN,
U. S. Marshal.
By WM. W. TUMBLIN,
Special Deputy U. S. Marshal.

And afterwards, to wit, on the 5th day of April, A. D. 1855, the following subpœna was issued from the office of the clerk of said court, in the words and figures following, to wit:—

The President of the United States to William G. Ponder, Esq.

You and each of you are hereby commanded and strictly enjoined, that, laying all other business aside, and notwithstanding any excuse, you personally be and appear before the Judge of our District Court for the Northern District of Florida, on the first Monday of May next, at the clerk's office in Tallahassee, to answer to a bill of complaint exhibited against you in our said court by Martha Ann Manly, and further to do and receive what our said court shall have considered in that behalf; and this you are not to omit, under penalty of five hundred dollars.

Witness the Honorable Isaac H. Bronson, Judge of said court, this 5th day of April, A. D. 1855.

[SEAL OF COURT.] GEO. W. HUTCHINS.

Mem. The defendant is required to enter his appearance in this suit in the clerk's office, on or before the day at which the writ is returnable, otherwise the bill may be taken *pro confesso.*

Which said writ of subpœna was afterwards returned to the clerk's office aforesaid, endorsed in the words and figures following, to wit:—

Executed the within by serving a copy on W. J. Ponder in person, April the 6th, A. D. 1855. E. E. BLACKBURN, Marshal,
By L. C. DEMILLY.

And afterwards on the 18th day of November, A. D. 1854, the answer of David C. Wilson et al. was filed, in the words and figures following, to wit:—

The joint and several answer of David C. Wilson, William Bloxham, Richard A. Shine, Perry L. Barronton, Amos Lee, Benjamin

F. Whitner, James Kirksey, James Ormond, William H. Ware, Green H. Chaires, Robert W. Williams, and Edward C. Cabell, and Richard Hayward, Richard K. Call, and Edward Houstoun to the bill of complaint filed in the District Court of the United States for the Northern District of Florida, at Tallahassee, by Martha Ann Manly against said defendants and others.

These defendants, saving and reserving to themselves all and all manner of benefit of exception to the manifold errors and irregularities in said bill contained, and insisting that there is no equity in said bill against these defendants or any of them, and that proper parties have not been made to said bill, and insisting according to the provisions of the statute of the State of Florida in such case made and provided, upon the several special matters in this answer set forth, and that they have the same benefit thereof as if they had pleaded the same or demurred to said bill: Nevertheless, for answer unto so much of said bill as they are advised it is material for them to answer unto, answering say that true it is said Samuel Parkhill, who was a resident of Florida, died about the time stated in said bill, leaving said complainant his widow and relict, and that she applied for and obtained letters of administration on the estate of said Samuel; and they further admit the marriage of said complainant about the time stated with Hiram Manly, who subsequently and some time in the year 1853 died; and these defendants further admit that the letters of administration granted to said complainant were afterwards and about the time stated revoked; and that letters of administration of the goods and chattels of said Samuel Parkhill, dec'd, left unadministered, were about the time stated granted to William D. Moseley and said complainant, said Hiram Manly being in right of his wife, said complainant, also administrator *de bonis non* of said Samuel. These defendants deny, however, that said Moseley was permitted to take the sole management and conduct of the affairs of the estate of said Samuel Parkhill, but on the contrary they allege that said complainant, so far from this, has claimed and had allowed to her by the Circuit Court of Leon County a large sum of money as and for her commissions for her trouble and care and administration of the said estate of said Samuel Parkhill, deceased.

And these defendants further answering say, true it is the said Samuel Parkhill in his lifetime became a subscriber to the stock of the Union Bank of Florida, and to secure the payment of the amount so by him subscribed for, executed and delivered to said Union Bank of Florida sundry bonds and mortgages for various amounts and covering sundry slaves, part of which are the slaves referred to by said complainant in her said bill of complaint, and these defendants admit that as they believe, the abstract or statement of the amounts and dates of said bonds and mortgages, referred to by said complainant and annexed to said bill, is a true and correct statement.

And these defendants further answering say, that by the provisions of the charter of the said Union Bank of Florida, the said

Samuel Parkhill, as a stockholder in said bank, was entitled to a loan from said bank equal to two-thirds of the amount of stock so by him subscribed for and taken, and that the said Parkhill in his lifetime availed himself of said provisions, and did procure such loan to be made to him, and in compliance with the provisions of said charter did execute to said bank what is familiarly or commonly called his stock note for the amount so by him borrowed from said bank; that said Parkhill as such stockholder was entitled to renew said note annually by paying up the interest in advance thereon, and that he did renew his stock note from time to time, the last renewal being, as defendants are informed and believe, on the ninth day of December, A. D. 1840; that said Samuel having failed to renew this last note, which was given on the day aforesaid for the sum of ninety-four thousand one hundred and eighty-two dollars and twenty-two cents, and having also failed to pay up the interest thereon, and his said representatives in law having likewise failed to do so, after the death of said Samuel, and the said stock note being due and unpaid, the said Union Bank of Florida instituted suit on said stock note against said Martha Ann Manly, as administratrix, and Hiram Manly, in right of his wife, said Martha, administrator of the estate of said Samuel, in the Superior Court (now Circuit Court) of the county of Leon, in the then territory of Florida, and such proceedings were had therein that, on the first day of March, A. D. 1845, judgment was rendered in said case in favor of said bank for the sum of ninety-four thousand one hundred and eighty two dollars and twenty-two cents, parcel of the debt of said bank in its declaration in said suit mentioned, and the sum of twenty-seven thousand nine hundred and eighty-two dollars and sixty-five cents its damages, making together the sum of one hundred and twenty-two thousand one hundred and sixty-four dollars and eighty-seven cents to be levied of the goods and chattels, slaves, lands and tenements of said Samuel Parkhill, deceased, in the hands of the said Martha and said Hiram, administratrix and administrator, to be administered. That execution was regularly issued on this judgment, and was by the Marshal of the Middle District of Florida, on the 20th day of March, A. D. 1845, levied on the slaves contained on the pages of the printed pamphlet marked A I, annexed to said bill referred to by complainant. And these defendants annex hereto a copy of said judgment and execution, marked exhibits A and B, to which they refer as a part of this answer. That there was also levied on said slaves executions issued on judgments in favor of the following named parties against said Martha and Hiram, administratrix and administrator, as aforesaid, of said Samuel Parkhill, deceased, viz: Execution No. 3278 in favor of C. B. Bioren; No. 3279 in favor of George B. Pease; No. 3280 in favor of Ann Davidson; No. 3281 in favor of R. J. Birchett, assignee; No. 3282 in favor of R. J. Birchett, assignee; No. 3283 in favor of Richard A. Saunders; No. 3284 in favor of P. Phillips; No. 3285 in favor of Moore and Montford; No.

3286 in favor of William Fisher. Which said executions were issued from the clerk's office of the Superior Court for Leon County aforesaid, on judgments rendered in said court.

And these defendants further answering say, that the said slaves were advertised according to law to be sold at public outcry before the court-house door in Tallahassee by the marshal, by virtue of the said executions in his hands on the first Monday of May, A. D. 1845, and that on that day they were offered for sale, which sale was continued to the next day, and from that day to the first Monday in June, A. D. 1845. That these defendants, except the defendants William Bloxham and Amos Lee, purchased severally at the sale so made by the marshal by virtue of said executions, the negro slaves mentioned in the schedule annexed hereto, marked "C," as having been purchased by them and at the times therein stated, which schedule is referred to as a part of this answer.

And these defendants further answering say, that before the sale of the said negro slaves by the marshal, the said Union Bank of Florida had deposited in the registry of the said Superior Court of Leon County, bonds issued by the Territory of Florida to said Union Bank and endorsed by said Bank (for which bonds the stock-bonds and mortgages of the stockholders in said bank were a security) to an amount equal in value to the stock of said Samuel Parkhill, deceased, estimated to be secured by the slaves mortgaged by said Samuel, which bonds were so surrendered to be cancelled by said court or by its order when the proceeds of the said negro slaves so mortgaged were applied towards the discharge of the judgment so as aforesaid rendered in favor of said bank.

That the said Union Bank of Florida procured the said territorial bonds so deposited, amounting to sixty-nine in number, under a contract and condition that they should be paid for out of the proceeds of said negro slaves so sold, or that the party from whom they were obtained might have the right to purchase at said sale negroes enough to cover in value what was agreed upon as the consideration to be paid him therefor. That said contract was complied with, and the said territorial bonds so deposited in the registry of said court as aforesaid have accordingly been cancelled.

And these defendants further answering say that by the provisions of the said charter of the said Union Bank of Florida, and the amendments thereto, the property mortgaged by a stockholder was not only a security for the ultimate payment of the territorial bonds, issued to and endorsed by said bank, but was also a security for the payment of the stock note given for the loan to which under the charter each stockholder was entitled from said bank, and these defendants deny that by the laws in force in the Territory of Florida at the time of the death of said Samuel Parkhill, and before the said complainant was entitled to receive as his widow one-third part of the said slaves to be held, used, possessed, and enjoyed as her property for and during her natural life, and they deny that the

said complainant has or had any interest in said slaves superior or equal to the claim or right of said Union Bank under the judgment and execution rendered and issued as aforesaid, and they deny that she has any right or interest in the slaves purchased by these defendants respectively, but they insist that by operation of the provisions of the charter of said Union Bank of Florida, and the amendments thereto, and the contract of said Samuel Parkhill with said bank, the lien of said judgment in favor of said bank on the stock note given by said Samuel, was prior and superior to and above and before any pretended right or claim of said complainant upon or against the said slaves so by them purchased as aforesaid.

And these defendants, further answering, say, that, so far from the said complainant having taken no steps to procure the share claimed by her in the slaves aforesaid, they, the said defendants, allege the fact to be, that the said complainant filed her bill in the Superior Court of Leon County, the court wherein said judgment was rendered, before the said slaves were by the said marshal sold, asking for an injunction against the sale of said slaves on the alleged ground of her right or widow's share therein, and praying for an allotment of her said share. That the court refused to grant her prayer for an injunction, because the alleged claim of said complainant had no foundation as against the said Union Bank of Florida; but, if any she had, it was subordinate to the right and lien of said bank under its said judgment rendered on the said stock note of said Samuel Parkhill, deceased. That said complainant never thereafter prosecuted her said suit, nor did she ever appeal from the decision of said court refusing the prayer of her said bill as aforesaid, or otherwise seek in any manner to reverse the same, but has acquiesced in the said decision from that time until the filing of her bill of complaint in this honorable court. And these defendants insist that the said complainant was and is estopped and concluded by the said decision, and has no right to be heard in this honorable court. And defendants further say, that the said bill so filed by the said complainant in the said Superior Court of Leon County has never been dismissed or otherwise disposed of, but the same remains pending in said court; and these defendants insist, by way of plea to the present bill of complaint, upon the pendency of said bill so as aforesaid filed by said complainant in the Superior Court of Leon County. And these defendants deny that the said complainant, by reason of her situation as a married woman, was incapacitated from doing *from doing* anything to protect or assert any claim to any interest or share which she might have had in the said slaves purchased by these defendants as aforesaid.

And these defendants further answering say, that the said complainant and Hiram Manly, her husband, and William D. Mosely, administratrix and administrators de bonis non of Samuel Parkhill, dec'd, instituted suits in Leon County Circuit Court against the purchasers of the slaves of the estate of said Samuel purchased at

the sale hereinbefore mentioned, some of which suits were against some of these defendants to recover the possessions of the slaves so purchased. That the case instituted against William G. Ponder, one of the said purchasers, was selected for trial and was tried and determined in the Circuit Court of Leon, from which judgment an appeal was taken to the Supreme Court of the State of Florida. That said case was heard and determined by said Supreme Court on appeal as aforesaid, and it was solemnly adjudged and determined by said Supreme Court that the judgments and execution under which the said slaves were sold were not void; that they gave a sufficient authority for the said sale, and that the right of property in the said slaves passed by the sale to said William G. Ponder. That after the final decision rendered by said Supreme Court, in the said case against said Ponder, the said complainant, and Hiram Manly, and William D. Mosely, administratrix and administrators de bonis non as aforesaid, dismissed all the other suits instituted against the purchasers of said slaves as aforesaid. And these defendants deny that they either tortiously or illegally took out of the possession of any person whatsoever or that they obtained the said slaves so by them respectively held and possessed or obtained otherwise than as hereinbefore stated, and they deny that the said complainant has any right or title to the same or any part thereof. And these defendants further answering say, that more than five years have elapsed since the right of the said complainant, if any she had, to bring the said suit accrued to her, and the said defendants plead the said lapse of time, by way of limitation in bar of the alleged claim of said complainant.

And the said defendant William Bloxham, for himself answers and says, that he did not purchase any of the slaves mentioned in said bill; that at the request of a friend he bid at said sale, and it was known to the marshal at the time that he, this defendant, Bloxham, was so bidding for a friend; that he never paid for any of said negroes, never took or received a bill of sale for them, never received or had tendered to him the possession of said slaves, and had no interest whatever therein. That the said slaves stated in said bill as having been purchased by this defendant, Bloxham, were purchased, as defendant believes, by Edwin W. Dorsey; that the slaves were delivered to said Dorsey, the bill of sale was made to him, as defendant believes, and he was recognized by the marshal as the purchaser.

And the said defendant Amos Lee, for himself answers and says that he did not purchase at said sale any of the said slaves mentioned in said bill, that he never received a bill of sale therefor, any never paid any money to said marshal, and never received from said marshal possession thereof, or had the same tendered to him; that he bid for Edwin W. Dorsey, and the slaves charged as having been by defendant, were, as defendant believes, delivered to said Dorsey by whom they were purchased. That this defendant has since purchased a negro named Johnny from Richard Hayward, believed to

have been bought at said sale by said Hayward. That said slave Johnny was and is a cripple in one hand and of little value.

And the said defendant William H. Ware for himself answers and says: That the slave Maria, purchased by him at said sale, was represented then to be about twenty-five years of age, and Amy her child as being two weeks old. That said Amy died about four weeks after this defendant Ware purchased her. That he sold Maria to one Thompson, of Key West, about the first of December, 1846, for the sum of six hundred dollars.

And the said defendant Richard A. Shine for himself answers and says: That there has been no increase of the slaves purchased by him, as alleged in said bill; but that they remain now in number as they were when he purchased them, none having died.

And the said defendant Green H. Chaires for himself answers and says: That the slaves purchased by him at said sale, as named in said bill, have not increased since he purchased them, but that they remain now in number as they were when he purchased them, none having died.

And the said defendant James Ormond for himself answers and says: That shortly after he purchased said slave Winney, mentioned in said bill, he sold her to some person in Georgia, whose name is unknown to this defendant (the sale having been effected by a friend). That he sold said slave for seven hundred and fifty dollars, which is all he has realized from her.

And the said defendant Benjamin F. Whitner for himself answers and says: That since the purchase made by him of the slaves named in said bill, as taken by this defendant, Martha, one of the slaves so purchased by him, has had two children, one of them now two years of age, and one six months old; that Fanny, another of the slaves purchased by him, has had four children—one girl eight years old, one child six years old, but this defendant cannot now state whether a boy or girl—one boy and one girl (twins) each about three years old.

And the said defendant Robert W. Williams for himself answers and says: that since the purchase by him, at said sale, of slaves Matilda, Sarah Anne and Amelia, said Matilda has had two more children, one of which died, and the other now living is a boy about two years of age. That said Sarah Anne and Amelia are the children of Matilda, and at the time of the purchase aforesaid Sarah Anne was about three years and Amelia was an infant.

And the said defendant James Kirksey for himself answers and says: that since the purchase by him at said sale as aforesaid, of said slave Eliza, she has had one child named Margaret Ann, a girl now about four years old.

And the said defendant Richard K. Call for himself answers and says: that since the purchase by him at said sale as aforesaid, the following negroes have died, viz: Jacob, Jim, Margaret, Jack, Sam, Molly, Julia, Wm. Pryor, Francis and Eliza Ann, making ten in

number. That since said purchase the following named increase have been born, and are now alive, viz: Washington and Fanny, children of Jane; Richard, child of Louisa; Isaac, Victoria and Bob, children of Harriet; Thomas, Charles and Alsey, children of Diana; Lucy, Sam and Silvia, children of Nancy Brown; Mary, child of Ellen; Primus, child of Sarah; Patsey and Celia, children of Phillis; Nelson, child of Chloe; Elias, Agnes and Nelly, children of Sarah; Bernly, child of Hannah; Rhoda and Cæsar, children of Becky; Susan, Solomon and an infant, children of Rachel; Thomas and Milley, children of Martha; Elizabeth, child of Julia. And the said Richard K. Call further for himself answers and says: That since said purchase so by him made, he has sold to Mrs. Henry Bond, wife of Henry Bond of Tallahassee, who still, according to the best of his information and belief, holds the same, the following named negroes, viz: Rachel, Cornelia, Ellen and her child, Joseph and Rachel.

And the said defendant, Perry L. Barronton, for himself answers and says, that he never had possession of said slaves Esther and Amy, alleged to have been taken by him. He did not purchase them, never had them in his possession or controlled them in any way, and never had any interest in them or either of them. As to said slaves Mary Thomas, Louisa, and Clarinda, defendant Barronton for himself answers and says that he purchased them at said marshal's sale as aforesaid; that shortly after he so purchased them, he sold them for twelve hundred dollars; that the sale was made by an agent of this defendant, and hence this defendant cannot state to whom they were sold, nor in whose possession they now are; that no increase were born to said slaves whilst they were in possession of this defendant; that at the time he purchased them Mary Thomas was about thirty-five years of age, Clarinda about twelve years of age, and Louisa about seven years of age.

And the said defendant, Richard Hayward, for himself answers and says, that he purchased said negro slaves charged as having been taken by him at the sale aforesaid, viz., Maria, Miles, Mary, Frederick, Cæsar, Amy, Johnny, and Henry Taylor; that since said sale he has sold Johnny, who was and is a cripple in one hand, to Amos Lee, but he does not remember for what amount; that Henry Taylor he conveyed to Dr. William R. Hayward in a trade, and hence this defendant, Hayward, cannot state the price he obtained for said slave; that Mary, another of said slaves, died not long after the defendant purchased her *purchased her;* that Cæsar and Amy were old when he purchased them, and were of little value; that there are no increase of said slaves.

And the said defendant, Edward Houston, for himself answers and says, that the said negroes charged as having been taken by him were purchased in the name of as trustee for the wife of this defendant Houstoun, whose name is Houston; that said negroes were at the time of the purchase aforesaid were

mostly children, and were not of much value; that there is no increase of said slaves since said purchase.

And the said defendant, David C. Wilson, for himself answers and says, that by desire of the directors of the Union Bank of Florida and as the agent of said bank, he purchased at the sale aforesaid the following negroes, viz: Israel, William, Amy, Susan, Maria, Giles, Francis, Lisbon, Cyrus, and Katy, making ten in number. The object of the said purchase was that the negroes might be taken to New Orleans, which was supposed to be a better market, to be sold for the benefit and on account of said bank; that accordingly this defendant purchased the aforesaid negroes and took them to New Orleans, where he sold them for the net sum of three thousand four hundred and seventy-seven dollars and seventy-six cents, which amount, deducting a small sum to cover the expenses of this defendant, has been paid over by this defendant for the benefit of said bank; that this defendant had no interest in said slaves, although he received a bill of sale for them, and he insists that he ought not to be held liable therefor, even if complainant has a right as widow of Samuel Parkhill, deceased, to the claim set up in said bill, which this defendant in no wise admits. And this defendant denies that he ever purchased any other negroes than those above named belonging originally to said Samuel Parkhill, deceased, or that he ever took possession of or received a bill of sale for any others, and therefore he denies that the negoes charged in said bill as having been taken by him, except those above named, ever came into his possession or were ever purchased by him.

And these defendants having fully answered, pray to be hence dismissed with their reasonable costs, most wrongfully sustained, &c.

M. D. PAPY,
Solicitor and of counsel for def'ts.

The following named defendants being severally duly sworn, say the matters and things in the foregoing answer set forth as of their own knowledge, are true, and those stated to be derived from the information of others they believe to be true. AMOS LEE.

Sworn to and subscribed before me this 28th day of November, 1854. A. PERRY AMAKER,
Dep'ty Cl'k.

Whereupon appears the following endorsement, to wit: Complainant files in short by consent the general replication to this answer.

W. G. M. DAVIS,
Solicitor for Complainant.
M. D. PAPY, for Deft's.

And afterwards, on the eighteenth day of November, A. D. 1854, the following, marked Exhibit C, was filed in the words and figures, to wit:—

Schedule showing the negroes purchased by defendants in the

answer, to which this is an Exhibit C, at the sale made by John G. Camp, marshal of the Middle District of Florida.

Richard K. Call purchased—Tom, Gandry, Harriet, Mary Ann, William Washington, Sam Cormick, Primus, Sarah, George Edmondson, George Lewis Daniel, Wm. Eppes, Matilda Ann, Sarah and Maria, Julia, Anthony, Molly, Patsey, Hannah Sarah, and Harriet Ann Kealan, Jacob, York, Squire, Queen and Eliza Ann, Rhoda, Jack, Billy, Moses, Martha, Lucinda, William Fenton, and Helena Frank Francis, Isaac and Richard, Juba, Toney, Becky, Jimmy, Cuffee, Phillis, Chloe, Dolly, Sam, Elizabeth, Rachel, and Adeline, Jane, Bob, Wm. Pryor, Louisa, William, and Christina, Horace, Judy, Linsey, Ellen, and Cornelia, Rachel, Jack Morgan, Mary, Isaac, Lucy, Edmond, Margaret Homady, Pitman Cary, James, Fred. Clark, Wilson, Nancy, and Ben Hercules, Hanly, Jacob, Tom Hackley, Diana, Ellen, Amelia, Betsy Ann, Dick, Elizabeth, Anthony, Ben, Sam, Walker, Maria.

David C. Wilson purchased—Israel, William, Amy, Susan, Maria, Giles, Francis Lisbon, Cyrus, and Katy.

Richard Heyward purchased—Maria Miles, Mary, Frederick, Cæsar, Amy, Johnny, and Henry Taylor.

Edw'd Footman, trustee of Mrs. Edw'd Houstoun, purchased—York, Grace, Rose, Abram, James, Jones, George, and York, Jr.

Richard A. Shi[illegible] purchased—Dick, Phillis, Richard, Israel, Ellick.

Perry L. Barronton purchased—Mary Thomas, Louisa, and Clarinda.

Benjamin F. Whitner purchased—Fanny, Martha, Ned.

James Kirksey purchased—Eliza.

James Ormond purchased—Winney.

William H. Ware purchased—Maria and Amy.

Green H. Chaires purchased—Penny, George, Phil, Betty, Nelson, and Silva.

Robert W. Williams purchased—Matilda, Sarah Anne, and Amelia.

Edw'd C. Cabell purchased—Mahala, Virginia, and Charity.

Whereupon appears the following endorsement, to wit: Complainant files, by consent, in short, the general replication.

W. G. M. DAVIS,
Solicitor for Complainant.

M. D. PAPY, for Deft's.

The separate answer of The Union Bank of Florida to the bill of complaint filed in the District Court of U. States for Northern Dist. of Florida, by Martha Ann Manly, complainant, against said Union Bank of Florida and others, defendants.

This defendant saving and reserving to itself all benefit and advantage of exception to the bill on account of the many errors, misstatements and defects therein, and insisting that the Union

Bank of Florida has no interest in said controversy, and ought not to be made a party defendant and required to make answer to the bill: Nevertheless, for answer to so much of said bill as it is advised is necessary or material for it to answer unto, answers as follows through Benjamin F. Whitner, president:—

That this defendant recovered judgment against the administrators of said estate of Samuel Parkhill for divers large sums of money, and especially for the two-thirds the stock subscribed by said Samuel, which had been loaned to said Samuel in pursuance of the charter.

That under process for said judgment, this defendant levied upon the slaves of Samuel Parkhill, embraced in the stock mortgages which could be found in possession of the administrators, and lest the sale of said slaves and the application of the proceeds might prejudice the interests of the bond holders, this defendant deposited in the registry of the court sixty-nine territorial bonds, which was sufficient according to the estimates at which the slaves were put in pledge or mortgage to redeem the slaves from the lien in favor of bond holders.

That at that period and ever since the rule prevailed in the territorial and State courts, that the Union Bank had a lien upon the property mortgaged for stock, for moneys loaned upon pledge of shares of stock and for all other demands held by the bank and arising out of transactions between the bank and the stockholder; that many efforts were made to prevent the sale of said property, which by the judgment of the then Superior Court were overruled; that the sale did take place, and that the proceeds of the sales were between fifty and sixty thousand dollars; that the slaves in the mortgage of act 1840, which had been forfeited as this defendant is advised before the death of said Samuel, were not sold because this defendant was advised by counsel that under said execution the said slaves could not be sold, but that the proceeds of the slaves in said last mentioned mortgage should be applied on a judgment of foreclosure on said mortgage rendered in January, 1845, from which an appeal was, at the time of the sales in May and June, 1845, pending and undetermined, and further, because the endorsers on the notes secured in the mortgage of 1840 would be prejudiced by the application of proceeds of sales of said slaves to the judgment on the stock note or bond.

That the slaves in the last mentioned mortgage remained in the possession of the administrators after the sale and after the controversies and suits had arisen between the purchasers of the slaves sold in 1845, and the administrators of Parkhill, and that this defendant assigned the mortgage of Oct. 1840, to Henry L. Rutgers, and C. G. English, trustees, to appropriate the proceeds according to the terms of a written assignment, a copy of which will be supplied as part of this answer.

That this defendant is advised and therefore insists that as between Mrs. Manly and the bank, the bank was not a creditor at

large as to any of the slaves sold in 1845, but had a lien for its loans upon the property mortgaged for stock. That as to the slaves in the other mortgage of Oct., 1840, the Union Bank of Florida was a creditor by mortgage due and forfeited at the death of said Samuel, and had a right to enter into possession of said slaves to secure the said mortgage debt, which far exceeded the value of the said mortgaged slaves, and that neither the said Samuel's admin'rs or widow had or have any lien or claim to said slaves in the mortgage of Oct., 1840, superior or paramount to the claim of defendant, in virtue of said mortgage.

Nevertheless, in respect to these last mentioned slaves, this defendant says, that after the assignment of the mortgage, and while the said last mentioned slaves were in possession of the administrators of Samuel Parkhill, divers creditors of this defendant having judgment and execution levied upon said slaves, as the property of this defendant, in the year 1848; and notwithstanding all efforts to prevent the sale were made, the sale was effectual in January, 1849, and the proceeds applied to the credit of this defendant on said judgment and executions.

That this defendant never approved or consented to said sale, and did suppose that said levy and sale were unauthorized, but this defendant is now advised that by the decisions of the Supreme Court of Florida, made in two separate cases, the one before and the other since the said last mentioned levy and sale, the interest of a mortgage after condition broken, is subject to levy and sale under execution at law, notwithstanding the mortgagor may have the actual possession.

And this defendant is advised and insists that even if these principles are not recognized in this court, the said slaves and their hires and income from and after the institution of proceedings to foreclose the mortgage, ought to be applied in accordance with the trust created by the assignment to English and Rutzers, and to the exclusion of the claims set up by the complainant.

And this defendant having fully answered, prays to be dismissed, with costs, &c.

JAMES T. ARCHER,
Solicitor for the Union Bank of Florida.

(Endorsed.)

General Replication by consent.

W. G. M. DAVIS,
Solicitor for Compl'ts.

And afterwards, the answer of William D. Moseley was filed, in the words and figures following, to wit:—

The separate answer of William D. Moseley to the bill of complaint, filed by Martha Ann Manly against this defendant and others in the District Court of the United States for the Northern District of Florida, at Tallahassee.

This defendant, saving and reserving to himself all benefits of ex-

ception to said bill on account of the many errors, irregularities, omissions, misstatements, irrelevancies and defects therein, and insisting upon the benefit of all and every of the said objections to the same extent as if the defendant had demurred to the bill, and insisting also upon the benefit of the matters herein set forth, as if they were presented by plea, and insisting also that there is no equity in said bill, and that this defendant is not bound to answer the same: Nevertheless, for answer thereto, or so much thereof as this defendant is advised it is material or necessary for him to answer unto, saith,

To the first Interrogatory. That Samuel Parkhill died about September, 1841, in Leon County, where he was then domiciled, and that complainant was the wife of said Samuel.

To the second Interrogatory. That the statements in the bill in reference to the grant, revocation and re-grant of administration on the estate of said Samuel are true as therein set forth.

To the third Interrogatory. That complainant was married to said Hiram Manly, in Leon County, in November, A. D. 1843, and that said Manly died before the filing of the bill, but when, this defendant does not accurately remember.

To the fourth Interrogatory. That the slaves in this interrogatory referred to, were the property of said Samuel, or rather were in his possession at his death, and always supposed by this defendant to be a part of his estate.

To the fifth Interrogatory. That this defendant had in his possession, as administrator de bonis non of said Samuel, all said slaves, and that he now has in possession, in his own right, three of said slaves, to wit, Dick Harper, aged about years, and Celia, his wife, and a boy by the name of , aged about 30 years.

That these slaves were in the mortgage of Oct., 1840, and were sold by the sheriff of Leon County, in January, 1849, under divers executions against the Union Bank of Florida, and were bid off at said sale by , from whom this defendant purchased.

To the sixth Interrogatory. That there has been no increase of said slaves.

To the seventh Interrogatory. That this interrogatory is answered in answer to fifth.

To the eighth Interrogatory. That this defendant is advised that complainant is not entitled to any interest in the slaves held by this defendant, but that the same were legally sold under the executions against the Union Bank, the mortgage of 9th October having been forfeited at the time of the levy, and at the time of the death of Samuel Parkhill.

To the ninth Interrogatory. That this defendant has not realized much annual income from the slaves he has in possession, and cannot answer specially how much, but submits, if necessary, to an account thereof to be taken under the order of this court.

And further answering, this defendant says, that he is informed

and believes that Mrs. Manly made application to enjoin the sales in May, 1845, and that the injunction was referred by the then Judge of the Circuit Court of the Middle Circuit, sitting in and for Leon County, and in respect to the benefit of this fact as a defence, and all other matters set forth in the answers of other defendants who hold slaves sold at sales January, 1849, this defendant reiterates the same and claims the benefit thereof.

And having fully answered, this defendant prays to be hence dismissed, with his reasonable costs, &c.

J. T. ARCHER, for Moseley.

Whereupon appears the following endorsement, to wit: Complainant waives the oath of defendant to this answer of Moseley, and files by consent the general replication, in short.

W. G. M. DAVIS,
Solicitor for Complainant.

Afterwards, to wit, on the 18th day of November, 1856, the answer of Robert H. Gamble, Trustee of Mrs. Jane N. Anderson *et al.*, was filed in the words and figures, to wit:—

The joint and several answer of Robert H. Gamble, Trustee of Mrs. Jane N. Anderson, and Jacob Elliot, and Thomas G. Gaskins, and William Gorman, filed against them and others by Martha Ann Manly, Complainant, in the District Court of the United States for the Northern District of Florida.

These deponents saving and reserving to themselves all and all manner of benefit of exception to the manifold errors and irregularities in said bill contained, and insisting that there is no equity in said bill against these defendants or either of them, and that proper parties have not been made to said bill, and insisting according to the provisions of the statutes of the State of Florida, in such case made and provided upon the several especial matters in this answer set forth, and that they have the same benefit thereof as if they had pleaded the same or demurred to said bill. Nevertheless for answer unto so much of said bill as they are advised it is material for them to answer unto answering say, that true it is said Samuel Parkhill, who was a resident of Florida, died about the time stated in said bill, leaving said complainant his widow and relict, and that she applied for and obtained letters of administration on the estate of said Samuel; and they further admit the marriage of said complainant, about the time stated, with Hiram Manly, who, subsequently, and some time in the year 1853, died; and these defendants further admit that the letters of administration granted to complainant were afterwards and about the time stated revoked, and that letters of administration of the goods and chattels of said Samuel Parkhill, deceased, left unadministered, were about the time stated granted to William D. Moseley, and said complainant, said Hiram Manly being, in right of his wife said complainant, also administrator de bonis non of said Samuel, deceased.

These defendants, however, deny that said Moseley was permitted to take the sole management and conduct of the affairs of the estate of said Samuel Parkhill, but on the contrary they allege that said complainant, so far from this, has claimed and had allowed to her by the Circuit Court of Leon County a large sum of money as and for her commissions for her trouble and care and administration of the said estate of said Samuel Parkhill, deceased.

And these defendants further answering say, that on the nineteenth day of October, in the year of our Lord one thousand eight hundred and forty, the said Samuel Parkhill, deceased, being indebted to the Union Bank of Florida in a large sum of money, executed his indenture of mortgage to said bank to secure the payment of said money in several annual instalments. That said mortgage covered sundry slaves owned by said Samuel, including the slaves purchased by these defendants as hereinafter mentioned, and these defendants annex hereto, marked Exhibit A, a copy of said mortgage, which they pray may be taken and considered as part of this answer.

And these defendants further answering say, that the following named persons, to wit, John D. Edwards, James A. Berthelot, John F. Seaman, Pierpont Phillips, J. W. & R. Leavitt, John R. Hall, W. W. Johnson, North Manning & Hoyt, Daniel Morrison, Samuel Cochran, John Williamson, A. W. Spies & Co., and William R. Perry had obtained judgments against the Union Bank of Florida, on which executions had issued. That the said mortgage executed by said Parkhill to said Union Bank as aforesaid, having been long past due and the condition thereof forfeited, Alfred A. Fisher, Sheriff of Leon County, in whose hands the executions against said bank in favor of the afore named parties were, levied the same in the year 1848 on the slaves named in said mortgage, and on the first of January, in the year 1849, after giving notice as required by law, the said Fisher, Sheriff, offered the said negroes for sale under said executions, and the said defendant, Robert H. Gamble, trustee as aforesaid, purchased at said sale negro slaves named William Carey, Rosetta and her child, Diana Clark and her four children, Edward, Sally, Mary, and Charles; and the defendant, Jacob Elliott, purchased at said sale a slave named Martha; and said Gaskins purchased Sarah Dawes; and said William Gorman purchased Becky and her child. And these defendants crave leave if necessary to produce hereafter certified copies of the judgments aforesaid, to be used and considered as part of this answer. And these defendants further answering say, that the said mortgage given by said Samuel Parkhill in his lifetime to said Union Bank of Florida, was and is paramount to any right or interest of said complainant in or to the said negro slaves, contained or named or conveyed therein; and they further insist that under the laws of Florida the said complainant had and has no right or title in said slaves, and that the sale thereof by the Sheriff of Leon County under the executions in his hands as aforesaid, was legal and valid, and conveyed the same or such por-

tion thereof as were purchased by these defendants, free from any claim or demand in favor of said complainant.

And these defendants further answering say, that by the sale aforesaid the Union Bank of Florida has received all the benefit of said mortgage in the application of the *of the* proceeds to debts due by it, and inasmuch as these defendants and others have paid and advanced the money, they are entitled to all the benefit of said mortgage; and they insist that the sale aforesaid was equivalent to a foreclosure, because the said complainant and William D. Moseley and Hiram Manly, administrators de bonis non of Samuel Parkhill, deceased, had notice and knowledge thereof. And defendants further show that said complainant and said W. D. Moseley and Hiram Manly, administrators de bonis non as aforesaid, made application to the Judge of the Circuit Court of Leon County, State of Florida, for an injunction to stay and prevent said sale, but that the motion made therefor was refused by the court, and no other proceeding was then taken or had by the said complainant and her co-administrators.

And this defendant, Robert H. Gamble, trustee as aforesaid, for himself answers and says that since said purchase Diana Clark, one of the negroes so purchased, has one child who is now living. That Rosetta has also had one child born since, but that the child purchased with her has died. That Charles, one of the children of Diana Clark, is also dead.

And defendant, Jacob Elliot, for himself answers and says that since the purchase made by him as aforesaid, Martha, the woman so purchased, has had two children, one named Jane (a girl) about 4 years old, and one named William (a boy) about five months old.

And defendants having fully answered, pray to be hence dismissed with their reasonable costs most wrongfully sustained, &c.

M. D. PAPY, Solicitor and of Counsel for
Robt. H. Gamble, and Jacob Elliot, and William Gorman,
D. P. HOGUE, for Thos. G. Gaskins.

The following named defendants being severally sworn say the matters stated in the foregoing answer as of their own knowledge are true, and those stated to be derived from the information of others they believe to be true.

Sworn to and subscribed before me. JACOB ELIOT.

And afterwards came the complainant by William G. M. Davis her solicitor, and filed in the clerk's office aforesaid her amended bill in the words and figures following, to wit:—

MARTHA ANNE PARKHILL
vs.
R. K. CALL et als.
} In Chancery.

The complainant amends her bill of complaint as by leave of the court as follows:—

In stating part of bill add: "And your orator further showeth unto your honor, that after she took upon herself the charge of said estate as administratrix, she received and appropriated to her own use one-third the product of the labor of said slaves for the share belonging to and properly receivable by her on account and in right of her widow's portion or share of said slaves, and that such course so by her pursued was sanctioned and approved by the Court of Probate of Leon County, and not opposed by any of the creditors of said estate save one, and that such opposition was held by the Court of Appeals to be ill-founded, and her claim to one-third the product of said slaves whilst in her possession as administratrix adjudge to be legal.

That after the appointment of your oratrix as administratrix and said Moseley as administrator of said estate, said Moseley acceded to the claim of your oratrix to one-third the earnings of said slaves as long as any of the earnings thereof were received by such representatives of said Sam'l Parkhill, and up to the time when the said slaves were so illegally taken by defendants from out of the possession of the said legal representatives of said Samuel as before set forth; but that from and after said last mentioned occurrence, your orator has not received any portion or share of the earnings of said slaves, but that the title and right of your oratrix to any part thereof was first denied by said defendants after their said illegal seizure of said slaves.

And your oratrix further showeth unto your honor, that upon a decree of the Circuit Court made in a settlement of the accounts of said Moseley, she was allowed a share of the commissions reported to be due to the representatives of said Samuel Parkhill, that she received such allowance although it was pretended by said Moseley that your oratrix not having actually performed any of the duties of her office, and not having taken any active part in the conduct of the affairs of said estate, she was not entitled to such commissions. Your oratrix admitting that she did not perform any of the said duties and took no charge of the affairs of said estate, yet claimed that she had a legal claim to the half of said commissions as a right annexed to her office and not as dependent upon any actual labor performed, particularly as said Moseley had stipulated and required as a condition for furnishing the security on the administration bond that he should be allowed to have sole charge of and manage the affairs of said estate.

And your oratrix showeth unto your honor, that the said defendants pretend that they have paid into the office of the clerk of Leon Circuit Court a large amount of the bonds of the territory of Florida, endorsed by the Union Bank of Florida, and issued and negotiated in conformity to the charter of said bank, which deposit and payment of said bonds is pretended to have been made for the redemption of the mortgage by the said Samuel, executed as aforesaid to secure his subscription for stock in said bank. The said defendants asserting

that they have the right to make such redemption of said slaves. Whereas your oratrix charges, that the bonds so paid in, and deposited as aforesaid, were not issued, sold, and negotiated in conformity with the provisions of the charter of said bank, but that said bonds were illegally deposited by the said bank, with certain persons to your oratrix unknown, as security for other bonds issued by said corporation to secure a temporary loan of money, and that the said bonds so by said defendants deposited as aforesaid, were not secured to be paid by the mortgages given by said Samuel Parkhill to said bank; and that said property, in said mortgages set forth, is not in anywise chargeable with the payment of said bonds; nor can the said mortgages be legally discharged by and through the payment to and receipt by said bank of said bonds so sought to be given by said defendants in payment thereof, but that said mortgages so executed by said Sam'l Parkhill still remain a charge upon said slaves in said mortgage mentioned.

And your oratrix charges, that the said Union Bank of Florida and its president, directors, and other officers have illegally colluded with said defendants to receive and take said bonds in payment in part of said debt due by said Samuel Parkhill for subscription for his stock in the said bank, and by the said mortgages executed as aforesaid; which act is in fraud of the holders of the genuine bonds of the territory secured by the said mortgages so executed by said Samuel, and intended to embarrass your oratrix in the assertion of her rights in this her bill of complaint set forth.

W. G. M. DAVIS,
Solicitor for Complainant.

And afterwards the amended answer for certain defendants was filed in the clerk's office aforesaid, in the words and figures following, to wit:—

MARTHA ANN MANLY
versus
R. K. CALL et al.
} In Chancery.

The defendants, who have answered the said bill, amend their answer so as to respond to the amendment made by complainant, as follows:—

And these defendants deny that the allowance to complainant of a share of commissions simply as a right annexed to her office, without any claim on her part for ordinary commissions for her services as administratrix as aforesaid, the contrary whereof these defendants allege to be true, and that the said complainant did expressly base her claim to commissions on services alleged by her to be performed as administratrix, and not otherwise as is ordinarily the case, and upon such grounds, did the court allow her claim.

And further answering, defendants say, if it be true, as alleged by complainant, which these defendants in nowise admit, that the said territorial bonds were not negotiated according to the charter,

but were illegally deposited by the said bank as security for other bonds issued by said corporation; yet they say that complainant has not right or title to object thereto, because as all the territorial bonds, amounting to three million of dollars, constituted the basis of the bank capital; the bank took stock mortgages or subscriptions for stock for the whole amount of its capital stock, and made loans to its stockholders according to the charter on the whole amount. That the mortgages given by the stockholders covered the whole amount of the territorial bonds issued to and endorsed by said bank, including the bonds referred to in said amended bill, and the property of said Samuel Parkhill was bound for and chargeable with the payment of said bonds. That whether it be true or not, that the bonds referred to were not negotiated according to the charter, but were deposited as security for other bonds, can make no difference so far as complaint is concerned, because as these defendants allege, the said bank obtained the benefit as part of its capital of the amount of the said territorial bonds, and said Samuel Parkhill, as such stockholder, likewise obtained the benefit thereof. But these defendants allege that the said bank did receive the amount of said bonds; did loan according to its charter to its stockholder to the full amount of its capital stock, and did take mortgages, including the mortgages of said Samuel Parkhill, to cover the whole amount of the territorial bonds issued to and endorsed by said bank.

M. D. PAPY, Solicitor for Defts.

Whereupon appears the following endorsement, to wit: Complainant files general replication in short by consent.

W. G. M. DAVIS, for Compl't.

And afterwards the following answer was filed in the words and figures, to wit:—

U. States District Court.

MARTHA ANN MANLY
vs.
THE UNION BANK OF FLORIDA, RICHARD K. CALL, ZACHARIAH JERKINS, *et al.* } In Chancery.

The said defendant, Zacharia Jerkins, having deceased, and William Laffoon having been appointed and qualified as his administrator, it is agreed that a bill of revivor as to him be and the same is hereby waived, and his appearance is hereby entered. And it is agreed that the answer filed by defendants, Robert H. Gamble, trustee, &c., Jacob Elliott, Thomas Gaskins, and William Gorman, shall be considered as the answer of said Laffoon, adm'r, and that the same be considered as if sworn to.

W. G. M. DAVIS,
Solicitor for Complainant.
SIMON TOWLE,
Solicitor for Laffoon, adm'r.

Feb'y 14th, 1855.

And afterwards, to wit, on the 23d February, 1855, the following order was entered in this cause, on motion of W. G. M. Davis, Solicitor for Complainant, it is ordered that judgment pro confesso be and is hereby entered against Solomon E. Matthers, one of the defendants in this cause.

MARTHA ANN MANLY
vs.
RICHARD K. CALL, THE UNION BANK OF FLORIDA, and Others. } In Chancery.

And afterwards the following stipulation as to evidence was filed in the words and figures, to wit:—

MARTHA ANN MANLY
vs.
R. K. CALL et al.

Complainant admits that Sam'l Parkhill obtained loans from the Union Bank under the clause of the charter, and that he gave notes therefor, which were received from time to time until 1840, when he gave the following note (here insert it), which note was sued on by the Union Bank of Florida, and judgment recovered thereon. The record of said judgment as set forth, complainant agrees that the record of decision in the suit of Union Bank *versus* Parkhill's adm's, to be found in report Supreme Court of State, January term, 1849, be read in lieu of certified copies thereof, complainant not agreeing to be bound by such proceedings as conclusive of her rights. On pages 12, 13, of printed pamphlet, A 1, annexed to bill is admitted in lieu of a certified transcript.

Complainant also admits execution was issued, levy and sale made as stated, pages 13, 14, 15, 16, 17, of said printed pamphlet are admitted in lieu of certified copies of said matter. And also that the defendants purchased under said sale as stated in the marshal's return, and receive bills of sale. It is further agreed that the record and proceedings in the Supreme Court on appeal from said last mentioned judgment, as found reported, page 110 to 133 of reports of Supreme Court of the State, January term, 1846, be read in evidence by complainant in lieu of a certified copy thereof. Complainant agrees to admit the printed record of the proceeding in case of Ponder, contained in printed pamphlet A 1, and report of said case in Supreme Court and decision therein in said case in lieu of certified copies of said proceedings.

Complainant admits that the administrators and administratrix of Parkhill, after the decision of the suit against William G. Ponder before referred to, did dismiss the suits which they had brought in the Circuit Court of Leon County against said defendants, as is stated in the answers of said defendants.

(Signed) M. D. PAPY, Solicitor for Def'ts.
W. G. M. DAVIS, Solicitor for Complainant.

And afterwards the following opinion of the Court of Appeals, in the case of Sarah A. Betton *versus* Joseph D. Ryan, was filed in the words and figures, to wit:—

SARAH A. BETTON
vs.
JOSEPH D. RYAN.
} Court of Appeals, 1845.

This is a proceeding under the act of 1828 concerning dower, instituted in the Superior Court for Leon County, by Sarah A. Betton, late widow of Alfred M. Gatlin, deceased, to obtain an assignment of dower in the real and an allotment of her share or portion in the personal estate of her deceased husband.

No objection is made to the assignment of dower in the real estate, and as to that the report of the commissioners is confirmed. But it is objected to the allotment of her share in the slaves of the deceased that is greater than she is entitled to, inasmuch as a large number of the slaves were mortgaged to the Union Bank for $25,000, and the commissioners allotted to the widow all the unmortgaged property. They gave her twenty-nine negroes, nearly all of which were unmortgaged, leaving in the hands of the executor the residue, all of which were mortgaged for nearly or quite their entire value. Is this allotment according to law and the rights of the respective parties?

It appears to us that nothing can be plainer than that this allotment is not only contrary to law, but to the clearest dictates of right and justice. The widow is entitled, under the 2d section of the act of 1828, to one-third of the personal estate of her deceased husband, and this she is entitled to, in preference to creditors, see McCall *vs.* McCall, decided in this court in 1834. The act does not state whether she shall be entitled to the one-third in quantity or the one-third in value; but there can be no doubt that the act contemplates that all these circumstances of quantity, quality and value, shall be duly and relatively considered. The circumstance of relative *value* must always be of the utmost importance in making distribution of an estate, otherwise the grossest injustice is done. In the present case, the mortgaged negroes are of much less comparative value than the others. They are incumbered with a large debt, which diminishes their value.

The mortgage in this case is not like an ordinary debt, which the widow's portion is exempt from paying under the latter clause of the second section of the act of 1828. But it is a subsisting lien and incumbrance created anterior to the accruing of the widow's rights, and fastens to, and *in hers*, in the property, so that when it *devoled* to her upon the death of husband, the incumbrance followed it. She must take *cum onere*, unless it can be shown that as against her the mortgage is invalid or creates no lien. We think that this cannot well be shown without showing that a man has no right to dispose of his own personal estate, a proposition not contended for.

It is true that no act of the husband can impair the widow's right to *dower* in the lands of her husband. This the law gives her, and she can only be barred of it by her own voluntary relinquishment.

But not so as to the husband's personal property. This he may sell, give or mortgage with or without her consent, and his acts binds her rights, whatever they may be. We know of no law which requires that a wife shall either join with her husband in a sale or mortgage of his slaves or other chattels, or shall sign and acknowledge a separate relinquishment in order to bar her claim to the property after his death.

Relinquishment of dower by the wife in personalty is a novel idea which we think is not yet incorporated into the laws of our Territory.

The mortgage of the slaves in the present case does not become forfeited or absolute until 1860, and until forfeiture the mortgagor or his representative is entitled to the possession of them. This right is a valuable interest constituting a considerable portion of the estate in which the widow is entitled to her proper share.

Although properly and technically speaking there can be no equity of redemption in a chattel, yet the interest of the mortgagor in a chattel while in possession may in many respects be likened to an equity of redemption in lands, in which the widow is entitled to be endowed subject to the mortgage. The mortgage, although a conditional sale, does not debar the widow of her right to the possession of her proper share. She takes subject to the mortgage. She cannot take the property discharged and independent of the mortgage unless that it can be shown that the husband has no right to encumber his personal property with such a lien, a position in contravention of the plainest principles of law.

When, as in the present case, a large portion of the estate consists in slaves, some of which are mortgaged and some are not, the equitable and legal mode of division between the widow and executor or next of kin, is to allot to each their respective shares or portions in the mortgaged and unmortgaged slaves. Let each take a portion of the mortgaged and unmortgaged. This we think is equitable, and in accordance with the true intent and meaning of the second section of the act under which the widow claims a share.

The judgment of the court below is clearly wrong in going so far as to vacate and set aside the assignment of dower in the lands, for no exception was taken to the assignment in this particular. The judgment in setting aside the allotment or division of the slaves was correct. We think the following decree should be entered:—

SARAH A. BETTON, appellant,
vs.
JOSEPH D. RYAN, appellee.

It appearing to the court that there is error in the court below in vacating and setting aside the assignment of dower to the appellant

in the lands of her late husband, it is considered and ordered that the said judgment be reversed; and this court now proceeding to give such judgment, order, or decree in the premises, as the court below ought to have given, doth order, adjudge, or decree that the assignment of dower to the appellant in the lands and in also the personal property, except the slaves of her deceased husband, Alfred M. Gatlin, set forth in the record of this cause be confirmed, and that the allotment of slaves to the appellant by the commissioners appointed in the court below, and whose report is contained in the record of this cause be, and the same is hereby vacated and set aside, and held as null and void.

And it is further ordered that this cause be remanded to the court below with directions to the court to order an allotment of the slaves of the estate of the late Alfred M. Gatlin, and to give directions to the commissioners to allot to the appellant her proper proportion of the mortgaged and unmortgaged slaves belonging to said estate, the commissioners having a proper regard to the number, and to the relative value of the slaves so allotted: and that the said court proceed in said cause as to justice and law may appertain.

I, John P. K. Savage, Clerk of the Supreme Court of the State of Florida, do hereby certify that the foregoing is a true copy of the opinion now on file in my office, in the case of Sarah A. Betton *vs.* Joseph D. Ryan.

(Signed,) JOHN P. K. SAVAGE,
Tallahassee, Feb. 19th, 1855. Clerk of S. C.

And afterwards the opinion in the case of McCall *vs.* McCall was filed in the words and figures, to wit:—

Court of Appeals, January Term, 1854.

McCall's Ex.
vs.
McCall.

Appeal from Gadsden Superior Court.

The appellee filed her petition in the County Court of Gadsden County, praying that her dower in the real and personal estate of her deceased husband, Sherod McCall, be assigned to her. The County Court allowed the petition as to the real estate, but refused it as it respected the personal estate. From this decision an appeal was taken to the Superior Court, where the judgment was reversed, and a decree entered ordering dower to be assigned in the whole estate, and the cause now comes by appeal from that judgment of the Circuit Court.

The question to be decided arises exclusively under an Act of the Legislature of this Territory, entitled an Act "concerning dower," passed in 1828.

The second section of that act provides "That when a husband shall die intestate, or shall make his last will and testament, and not

make provision therein for his wife, as expressed in the first section of this act, she shall be entitled to a share in the personal estate in the following manner, to wit: If there be no children, or if there be but one child, in that case she shall be entitled to one-half; but if there be more than one child, in that case she shall be entitled to one-third part, in fee simple, except slaves, in which she shall have a life estate, and such claim shall have preference over all others."

On the part of the appellees it is contended that the legislature by the words, "and such claim shall have preference over all others," intended to give to the widow an exclusive right, against creditors and all other persons whatsoever.

This construction, however, is resisted by the appellant on the ground that the legislature in a subsequent act of the same session made a different provision which explains and qualifies those words.

The act referred to by appellant's counsel is entitled, "An act concerning wills, letters testamentary, and letters of administration, and the duties of executors, administrators and guardians.

In the 15th section of this latter act it is provided that "*where the estate shall be insolvent* the widow shall be allowed to keep as her absolute property certain articles therein designated, not to exceed the appraised value of $200." And by the 16th section the executors and administrators are directed when they have good cause to believe the estate insolvent to deliver said articles to the widow and *and* take her receipt for the same. And if it shall afterwards be found that the estate is not insolvent, the widow shall discount the amount of said receipt by giving to the executors or administrators as much of her one-third part or half of the estate of her deceased husband as the case may be? These two sections, although appearing in a law evidently intended for a different purpose, seem to relate so directly to the right which a widow has to dower in the personal estate of her husband, that if there were no other provisions in this and other acts from which the legislative will on the subject could be deduced, this court would consider them as almost conclusive proof that it was intended the whole estate if insolvent should be appropriated to the payment of the debts, except certain articles allowed to the widow not to exceed in value $200.

But it is an established rule in the exposition of doubtful statutes that the intention of the legislature is to be ascertained not alone from the phraseology employed in the one under consideration nor by an exclusive reference to any other single one on the same subject but that all the acts in *pari materia* and relating to the same matter, should be taken and compared together for the purpose of discovering the occasion and necessity of the law, the mischief felt and the remedy which was in view.

The legislative council of Florida in 1825 passed an act "concerning dower," which is in all respects precisely similar to the act of 1828, on the same subject, with two exceptions, both of which are found in the second section of each act. By the law of 1825 it was

provided that the widow should be entitled "*out of the residue left after paying the debts of the deceased* to one-half, &c." No such provision is contained in the act of 1828, but in lieu thereof is found the provision that "*such claim shall have preference over all other claims.*"

In the construction of this latter statute the question very naturally arises, what were the evils in the act of 1825 which the act of 1828 was intended to remedy? The answer is plain and palpable; it is forced upon us by considerations so strong that no room is left for doubt; the only evil discovered in the act of 1825 was the postponement of the widow's claim to dower, in the personal property, to the creditors; and that evil was corrected in the subsequent act by omitting the words, "out of the residue left after paying the debts of the deceased," and inserting the additional words, "such claim shall have preference over all others."

But apart from the impression and conviction which this view of the acts of 1825 and 1828 must almost irresistibly force upon the mind, there is a provision in the twenty-fifth section of the act "concerning wills, letters testamentary, &c.," to which reference has been made, which goes far to show that it was not intended by the Legislature, that the 15th and 16th sections of the act should be understood as affecting the widow's right of dower to either the real or personal estate of her deceased husband as provided for by law.

That section, after declaring that the lands and tenements of a testator may be sold for the payment of debts, proceeds as follows: "Provided always, that nothing in this act contained shall be construed to affect the right of (which) any widow may have to dower in the estate of her deceased husband."

It is true that this "proviso" appears in the act appended to a section which relates to lands and tenements; but when we regard the general expressions used and the unlimited operation which in common parlance they would receive, and when we recollect that the laws of Florida regulating dower make no distinction between real and personal estate as the subject of it, we cannot think that this provision was intended to be limited to its operation to the particular section in which it is found, but that it was intended to qualify the whole law, and to render this act consistent with the act "concerning dower," which they had previously passed at the same session.

Examining, then, these laws by all proper rules, we are of the opinion that it was intended by the Legislature that the widow should receive her dower out of the personal estate of her deceased husband as well as from the real estate, and that the judgment of the Superior Court is correct and should be affirmed.

I, John P. K. Savage, Clerk of the Supreme Court for the State of Florida, do hereby certify that the foregoing is a true copy of the opinion now on file in my office in the case of McCall, ex. *vs.* McCall.

JOHN P. K. SAVAGE, Cl'k of S. C.

Tallahassee, Feb'y 19th, 1855.

And afterwards, on the 5th December, 1851, the following paper was filed in the words and figures, to wit:—

This indenture, made and entered into this seventh day of April, in the year of our Lord one thousand eight hundred and forty-three, between the Union Bank of Florida, party of the first part, and Daniel Meinetzhagen, merchant of London in the kingdom of Great Britain, party of the second part, and Richard Keith Call, of the county of Leon, in the Territory of Florida, party of the third part:

Witnesseth, That for and in consideration of the covenants, stipulations and agreements hereinafter set forth and expressed, the said first part has covenanted and agreed, and by these presents doth covenant and agree to, and with the said second and third parties that it will, between this day and the first day of January, 1844, or as soon thereafter as the same can be done, consistently with the charter of said bank and in conformity with law, convey or cause to be conveyed to said second party, or such person as shall be named by him, a good and perfect fee simple title, in such manner as shall be consistent with the charter of said bank to one hundred negroes of the estate of Samuel Parkhill, deceased; said negroes to be taken from among those now on the plantations known as the Lake Jackson and Orchard Pond plantations, in said county and territory; said negroes to be of average value and selected by agents respectively appointed by said first and third parties; and said first party further covenants with said second and third parties, each respectively to make or cause to be made to said second party or such person as he may name, all the right, title and interest of said party of the first part to all and *and* singular the following lands, to wit: the west half of the southwest quarter of section one; the south half of section two; the west half of the southeast of section three; the east half of the southwest quarter of section nine; the east half of the northeast quarter of section nine; fractional section fourteen; fractional section fifteen; lots one and two in section twenty-two; lot one in fractional section twenty-one; lot one in fractional section four; the north half of section ten; the southeast quarter of section ten; the east half of the southwest quarter of section ten; fractional section eleven; all in township two, range one north and west, according to the official plat and survey in the office of the Surveyor General of said territory, all of which said lands are situate in the county and territory aforesaid, and amount in quantity to two thousand seven hundred and ninety-six $\frac{6}{100}$ acres more or less; and are the same lands heretofore conveyed by R. K. Call to Samuel Parkhill, and mortgaged by said Parkhill to said Call to secure the purchase money by deeds on record in the proper office of said county; and said party of the first part hereby covenants to and with said second and third parties, each respectively to make all necessary sales of said property and assignments of judgments and mortgages, and sales and transfers of such number of shares of the share of said Parkhill in said bank to said parties respectively, and

make, execute and deliver all such releases of mortgages and liens as may be necessary to carry out fully the before mentioned and hereafter expressed covenants of said first party, consistently with said charter, and generally to do and perform whatever act or acts, thing or things, whether expressed or unexpressed, that may be necessary and proper to be done to effect the object herein set forth; and said second and third parties covenant and obligate themselves to pay to said first party for said property, real and personal, the sum of seventy-three thousand dollars, and said first party hereby covenants and agrees to receive said sum of 73,000 dollars in full payment for said property; said sum of seventy-three thousand dollars to be paid in the sterling bonds of the said Union Bank; or in territorial bonds which may be purchased from said first party and paid for with said sterling bonds.

In witness whereof, the said Union Bank by its President, John G. Gamble, has hereunto subscribed his name and caused the seal of the said bank to be affixed, and the said second and third parties have hereunto set their names and affixed their seals, the day and date first above written.

(Signed.) JOHN G. GAMBLE, Pres't.
D. MEINETZHAGEN. [L. S.]
R. K. CALL. [L. S.]

Witness:
H'Y L. RUTGERS.
JOHN W. ARGYLE.

And afterwards the following was filed in the words and figures, to wit:—

This indenture, made the fifteenth day of May, in the year one thousand eight hundred and thirty-nine, between Samuel Parkhill, of the county of Leon, Territory of Florida, of the first part, and the Union Bank of Florida of the second part, witnesseth: That the said party of the first, in consideration of one dollar to him duly paid, hath sold and by these presents doth grant and convey to the said party of the second part the following described premises and slaves, to wit: The land formerly mortgaged exceeds the amount slaves so mortgaged, and now the following slaves are mortgaged, *and now the following slaves are mortgaged:* Gabriel, William, Squire, George, Isaac, Jacob, Keeling, Jack, Moses, York, Albert, Adeline and child, Martha, Ann and two children, Mary and child, Clarissa, Sarah and child, Billy, Maria and child, Francis Goodwin, Ann and child, Queen and child, Hannah and child, Eliza, Emily, Rachel, Margaret, Fenton, Rodney, Jane, Kitty, Judy, Patty, Jacob, Jim, Peter, Gabriel, Dick, Daniel, Harkless, Harriet Walker, Wells, George, Nancy B. and child, Maria and child, Patsy, Cely, Nancy Burnet. To have and to hold the said premises, appurtenances, and slaves, to the said party of the second part and their successors forever, and the said party of the first part covenants for himself, his heirs, executors, and administrators, pay to the said party of the

second part the sum of twenty thousand dollars, the manner following, to wit: The sum of five thousand dollars on or before the first day of January, in the year one thousand eight hundred and sixty-two; also the sum of five thousand dollars on or before the first day of January, one thousand eight hundred and sixty-four; also the sum of five thousand dollars on or before the first day of January, in the year one thousand eight hundred and sixty-six; and the sum of five thousand dollars on or before the first day of January, in the year one thousand eight hundred and sixty-eight, together with lawful interest upon said instalments from the time they respectively become due. This grant is intended as a security for the payment of the aforesaid sum of twenty thousand dollars according to the tenor and effect of the foregoing covenant, which payment, if so made, will render the conveyance void. And if default shall be made in the payment of any sum due by the above covenant as principal, interest, or instalment for ninety days, then the party of the second part and their successors may sell the premises above granted, or so much thereof as will satisfy the amount due with reasonable costs and expenses, at public auction, on giving thirty days' notice of the time and place of sale in some newspaper published in the county, or in the paper published nearest to the county in which the property lies.

In witness whereof the party of the first part hath hereunto set his hand and seal on the day and year first above written.

SAMUEL PARKHILL. [L. S.]

Signed, sealed, and delivered, in presence of
G. W. PARKER,
HENRY L. RUTGERS.

Territory of Florida, County of Leon.

Be it remembered, that on this 16th day of May, A. D. 1839, personally appeared before me, clerk of the County Court for the county aforesaid, George W. Parker, and made oath that Samuel Parkhill did, in his presence, sign, seal, and deliver the foregoing instrument of writing, as and for his own act and deed, and for the purpose therein mentioned. Whereupon, I have duly recorded the same. In testimony whereof I have hereunto set my hand and affixed my seal of office, the date aforesaid.

D. M. RANEY, Cl'k.

I, Hugh Archer, Jr., Cl'k Leon Circuit Court, do hereby certify that the foregoing is a true and correct copy, as of record in my office. Witness my hand and seal of office, this 30th day of January, A. D. 1855.

[L. S.] HUGH ARCHER, JR., Cl'k.
Per T. S. HAUGHTON, Dept'y Cl'k.

And, afterwards, the testimony of James T. Archer, as given at the hearing *viva voce*, was filed in the words and figures, to wit:—

MARTHA ANN MANLEY, Complainant,
vs.
THE UNION BANK OF FLORIDA, and Others.
} In District Court U. States.

James T. Archer, being sworn, says, in answer to questions propounded by complainant:—

I was att'y for estate of Samuel Parkhill, from the summer of 1843 until the close of the administration. After the revocation of the letters to Mrs. Manly, and regrant of administration to her and Moseley, which is correctly set forth in the bill, Moseley took charge of the business of the estate, and controlled all the moneys and receipts, he being the only responsible administrator, and his name in the administration having procured the names of the sureties for the due administration. The administration bond was for $100,000. Mrs. Manly, when she was sole administratrix, acted thro' Capt. Henry Bond, as agent; and after Moseley came into the administration, he took the burden of the business and exercised exclusive control of the cash receipts. Mrs. Manly exercised no personal control over the estate. Her husband (Manly) aided and assisted in effecting and conducting hires and rents, but the notes and moneys were claimed to be exclusively administered by Moseley, and went into his possession, and he employed B. Byre, Esq., to keep the notes and money, and to state his accounts. Manly and wife received annually one-third the nett annual income, which was paid sometimes in cash or notes, and at other times by their hiring and renting part of the slaves and lands, not exceeding their annual interest in right of Mrs. Manly, as doweress. This continued until the administrators de bonis non were divested of possession by the levies made in 1845, on the negroes, in stock mortgages, under executions against Manly and wife, as administrators under the original grant of administration, and by levies in the early part of 1848, upon the other slaves in the mortgage of Oct., 1840, securing accommodation loans to the Union Bank, which last levies were made under divers executions against the Union Bank of Florida mortgagees.

Before this levy last referred to, the bank had assigned this mortgage, as I was advised, to Rutgers & English, but for what purpose, or upon what treaty, I do not remember, if I was ever informed. This last statement is not based on my own knowledge.

I filed a bill for Moseley to close up the estate; and, upon an account taken before B. F. Whitner, Master, nothing was allowed Mrs. Manly, as administratrix, for commissions or services in managing the estate—all that was allowed was allowed to Moseley; but, afterwards, upon application made to the Circuit Judge, and proof taken (I being one of the witnesses), some nine hundred dol-

lars was allowed Mrs. Manly, for services or commissions, or both, in managing the estate.

I was governed in conducting the professional business of the estate, after Moseley came into the administration, by the direction of Moseley; and, altho' I conversed much with Mrs. Manly on the business of the estate, I was not controlled by her suggestions or advice, and did not deem her qualified to take the control of such important and entangled business. Indeed, she could understand but little of the details connected with the litigation, and asked rather than offered, advice and direction. Manly had no interest in the administration, except in right of his wife, and he always felt and expressed great interest in the business of the estate.

I was present at the sales in 1845, and publicly before the by-standers gave notice that Mrs. Manly's interest in the slaves had not been allotted, and that bidders would purchase at their peril, or notice to that effect. This notice was undoubtedly well understood.

Before the sale in May, 1845, the bank deposited in the registry of the Circuit Court 69 territorial bonds upon the ground that these bonds were sufficient to cover the amount for which the negroes proposed to be sold were taken by the bank as security for the stock subscribed, and as I remember were received by the court for that purposed and deposited in court. I refer, however, to the files and minutes of the Circuit Court. These bonds were afterwards delivered up and cancelled by order of Judge Baltzell, Judge of the Circuit Court.

These sixty-nine bonds, as I learn from the books and admissions of the bank, and from admissions of the former holders, Fred. Huth and Company, of London, were hypothecated by the bank as collaterals to secure certain endorsed sterling bonds of the Union Bank (the endorsers being divers stockholders in the bank). R. K. Call had arranged with Huth & Co. in 1843, for the purchase of sterling bonds and interest amounting to $78,000 more or less, and accompanied by these 69 territorial bonds hypothecated therewith, which were to be invested by an arrangement (simultaneously made) by Call with the bank in 100 slaves of S. Parkhill's estate of average value on the Lake Jackson and Orchard Pond plantations of said Parkhill, so soon as a sale of the negroes of said Samuel could be effected under process of law. The first Jan'y, 1844, was the day specified for the completion of the contract, if it could so soon be effected, and as Call purchased on credit, the title to the slaves was to be made to Meinetzhagen, one of the firm of F. Huth & Co., by way of security.

Such being the arrangement between Call and Meinetzhagen and the bank, the bank obtained possession of the bonds (and the 69 territorial) and used them as aforesaid to procure the sale. The sale took place, and a large number of slaves were at the sale bid in, in the name of D. Meinetzhagen, and delivered to Call.

Witness refers, as part of his testimony, to the exhibits of the

contracts referred to, in the case of F. Huth & Co. *vs.* Union Bank and Call, pending in this court on Master's report.

The history of these endorsed sterling bonds and the object and purpose of the issue of them and the amount issued and the hypothecation of the territoral bonds may be thus given according to the information derived from the Union Bank, public reports to the Legislature, and general understanding in business circles.

The Union Bank of Florida concluded to increase its capital from one to three millions, and subscriptions were made up to the full amount and bonds and mortgages given by the subscribers. Territorial bonds to corresponding amount were obtained and negotiations made by the territorial bonds, except an amount of $700,000 and upwards, which latter for divers causes could not be sold at par.

To relieve against this embarrassment, the bank resolved upon a temporary expedient to obtain money upon these latter territorial bonds for a temporary period, and until they could be negotiated at par, which it was hoped could be soon effected, as the stringency in the money market was hoped to be of no great duration.

With these views and hopes the bank issued its bonds, payable in sterling money, to an amount—£100,000 sterling. The bonds were endorsed by various stockholders, with a view to bind them individually. With these sterling bonds for £100,000 sterling, were hypothecated over $700,000 of territorial bonds, duly endorsed for negotiation.

When the territorial bonds could be negotiated or taken at par, the sterling bonds could be taken up by the proceeds and relieve the the endorsers on the sterling bonds. These hopes were never realized, and the territorial bonds were never otherwise negotiated. The sterling bonds have been all taken up by the bank by divers arrangements, and compromises (the arrangement with Huth & Co. being one), and the collateral or hypothecated territorial bonds have been taken up with them. This I do not know, however, of my own knowledge, but from information derived from officers of the bank and general understanding of business men.

Upon questions asked by defendant's counsel, the witness answers:—

That, as att'y for the adm's of Parkhill and for their sureties, he filed a bill to obtain injunction against the sale in May, 1845—the injunction was refused, and copy of bill printed in our book of reports in the case of

Afterwards, and on morning of the day of sale and before the sale, in open court at Tallahassee, witness presented a bill in behalf of Manly and wife, setting up their interest in right of Mrs. Manly as doweress to part of the slaves, and praying injunction. Witness stated to the judge that the questions raised were similar and upon similar statement of facts to those embodied in the bill on behalf of Moseley and the sureties; and knowing the judge's opinion to be adverse to the prayer of the bill, stated to the judge that he had no

purpose to argue the matters of law, and only desired to present the claim of Mrs. Manly in that mode before the sale, in order to protect her right, which witness thought might ultimately be accorded to her.

The judge acquiesced in the course that witness adopted, and as well as witness remembers, stated to the clerk from the bench that the injunction was refused, and that the bill be filed, and thereupon the witness handed the bill to the clerk. Witness does not remember ever after to have seen the bill. He does not know that subpœnas were issued. The defendants to the bill were the Union Bank of Florida, and probably the marshal, J. G. Camp. Other execution creditors of Parkhill's estate may have been made defendants, but witness does not remember as to this.

Previous to the sales in 1849, witness presented another bill to enjoin that sale, and insisting that Mrs. Manly had equities superior to the ext'n creditors of bank in virtue of her preferred claim as widow of Samuel Parkhill. The injunction was refused by Judge Baltzell, and witness thinks the bill was not filed.

Being asked by complainant's counsel says, that the decision made in the case of McCall *vs.* McCall, in the Court of Appeals in the Territory of Florida, has been the rule adopted in practice in Florida in allotting the widow's portion—that is, that she takes in preference to creditors at large.

That prior to the act of the General Assembly of the State of Florida subjecting equities of redemption to sale, such interests in property were not considered liable to sale under legal process.

And afterwards, to wit, on the sixth day of August, in the year of our Lord one thousand eight hundred and fifty-five, a final decree was rendered in said cause, in the words and figures following, to wit:—

In the District Court of the U. S. for the Northern District of Florida, August rules, 1855, that is to say, first Monday in August, in the year 1855, at Tallahassee.

In Chancery.

MARTHA ANN MANLY vs. The Union Bank of Florida, RICHARD K. CALL, BENJAMIN F. WHITNER, JACOB ELLIOTT and sundry others.	Bill of Dower.

This cause having been brought to a hearing on the pleadings and proofs at the last January term of this court at Tallahassee, and the same having been fully argued by counsel for the respective parties, to wit, Mr. Davis for complainant, and Mr. Papy and Mr. Fowle for defendants, and submitted for the decision of the court, and the court not being prepared to give a decision at the time, but having

taken the same under advisement and due deliberation being thereon had: It is now ordered, adjudged and decreed, and this court, by virtue of the power and authority in it vested, doth order, adjudge and decree, that the bill in the cause be dismissed, and that the complainant pay the costs of the defendants to be taxed.

J. H. BRONSON,
U. S. Judge for N. Dist. of Fla.

Northern District of Florida.

I, Hugh A. Corley, Clerk of the District Court of the United States for the Northern District of Florida, at Tallahassee, do hereby certify that the foregoing is a correct transcript of the proceedings had in said court in a certain cause in chancery lately therein pending, wherein Martha Ann Manly was complainant, and the Union Bank of Florida, Richard K. Call and others were defendants, as fully as the same now appear by the files and records of my office.

In testimony whereof, I have set my hand and affixed the seal of said court at the clerk's office thereof, in the city of Tallahassee, this 17th day of December, A. D. 1859, and 84th year of American Independence.

[SEAL.]

Mem. I hereby certify that all the costs of suit in the foregoing case, including cost of this transcript, have been paid by complainant, but I am unable to furnish a bill of costs for the reason that the former clerk (G. W. Hutchins) filed none amongst the papers, and has left no memoranda by which the amount and the specific charges can be ascertained. HUGH A. CORLEY, Clerk.

Filed 29th August, 1860.

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Supreme Court of the United States,

DECEMBER TERM, 1867.

No. 16.

JOHNS and WIFE, *Appellants*,
against
UNION BANK OF FLORIDA, and OTHERS, *Appellees*.

Appeal from the District Court of the United States for the Northern District of Florida.

Supreme Court of the United States,

DECEMBER TERM, 1867.

No. 16.

JOHNS and WIFE, *Appellants*, against UNION BANK OF FLORIDA, and OTHERS, *Appellees*. | Appeal from the District Court of the United States for the Northern District of Florida.

APPELLANT'S ABSTRACT.

This case turns upon the act of Florida, "concerning dower," passed in 1828 (acts, p. 15; Thompson's Digest, 184—5), which made a material change in the previous act of 1825. "The only evil discovered in this act of 1825, was the postponement of the widow's claim to dower in the personal property to the creditors. That evil was corrected in the subsequent act by omitting the words, "out of the residue left after paying the debts of the deceased," and inserting the additional words, "*such claim shall have preference over all others.*'" Such is the opinion of the Court of Appeals in 1834, in *McCall's ex'r* vs. *McCall*, copied in the record at p 98, and this decision has given the proper rule in Florida as to the widow's portion (p. 105).

The case of the appellants, in which they insist this rule ought to have been applied, is as follows:

Under the act to incorporate the Union Bank of Florida (sess. acts 1833, ch. 697, No. 40; Thompson's Dig. div. 2, tit. 8, chap. 4, p 284), Samuel Parkhill became a subscriber to the stock of the bank, and to secure the payment of the amount due for said stock, executed sundry mortgages, of which at p. 47 to 50 there is a memorandum which is mentioned in the answers. p. 75 P. 100 is the mortgage made the 15th of May, 1839, to secure $20,000, to-wit: $5,000, Jan. 1, 1862, $5,000, Jan. 1, 1864, $5,000, Jan. 1, 1866, and $5,000, Jan. 1, 1868. There was no power to sell under this mortgage until default in the payment of one of these sums for 90 days, that is not until April, 1862. Nor was

the wife a party to the mortgage, although the act expressly provides that *the mortgage shall be accompanied by relinquishment of dower from the wife*, according to law." Sess. acts, 1833, pp. 77–8, sec. 14; Thompson's Dig. p. 289 sec. 14.

Parkhill being domiciled in Florida, died in 1841, leaving a widow, the female appellant, who became his administratrix, and in 1843 married Hiram Manly, p. 14, 75, 86, 87.

Mrs. Manly's letters of administration were revoked in March, 1844, (p 14. 45, 75 86, 87,). In April, 1844, there was a grant of administration *de bonis non* to William D. Moseley, jointly with her; Hiram Manly being also administrator *de bonis non* in right of his wife, (p. 14, 53, 75, 86, 87).

The documents p. 31. 34, 36, show that a large number of slaves were exhibited by Mosely, as administrator, and appraised, to wit: at Springfield, in Dec., 1844, on the 6th, 93 appraised at $27,850, and on the 23d, 13 appraised at $4,000, and at Tallahassee on the 1st of Jan., 1845, 112 appraised at $37,275.

Meanwhile, on a note dated Dec. 6, 1840, action had been brought by the Union Bank the 10th of April, 1843, against Martha Ann Parkhill, as administratrix. Her powers, as such, had ceased, if not by her marriage, at least by the revocation of those powers *Taylor* vs. *Savage*, 1 How. 286. Yet, notwithstanding her marriage, the revocation of her powers and the new qualification of administrators, all which was shown by the pleadings (1 Florida Rep. 110), judgment was rendered the 1st of March, 1848, and execution issued the 20th of that month. Notwithstanding the opinion of this court in *Taylor* vs. *Savage*, against the legality of such proceedings the execution was levied on a large number of slaves, (p. 38, 9).

Until this period the widow had received one-third of the profits of the slaves, and this was recognized as legal, (see page 90 and 102). But now her rights were most injuriously affected. Although it was attempted by bill of injunction to restrain the sale of the slaves (p. 54, 5, and 104, 5)—although at the sale notice was given publicly, that Mrs. Manley's interest in the slaves had not been allotted, and that bidders would purchase at their peril (p. 52, 3; 56, 7, and 103), the slaves were sold, and their net proceeds amounted to $55,173.64, (p. 40 to 43).

After this there was a hearing on a writ of error to the

judgment of the Union Bank, (p. 54). That judgment was reversed at Jan. term, 1846. (See *Parkhill's adm'r* vs. *Union Bank*, 1 Florida Rep. 110). The mandate bears date the 4th, and was entered in the court below on the 9th of May, 1846, (see p. 46, 7).

At the same term was heard an appeal from a judgment on a petition to foreclose two mortgages given by Parkhill, one on the 6th of Nov., 1839, and the other on the 19th of October, 1840. On this appeal the judgment of foreclosure was reversed and the petition dismissed. "*Manley &c.*, vs. *Union Bank*, 1 Florida, 160.

Against the marshal who made, and against persons who purchased at the sale, under the execution of the Union Bank (p. 43, 4), actions were brought; not however, by Mrs. Manly for her dower, but by Wm. D. Moseley and Hiram Manly as administrators and they joined her as a co-plaintiff. Notwithstanding the acts, admissions and declarations of Wm. D. Moseley at the sale, (p. 50 to 53, and p. 56, 7), the jury, under the instructions of the court (p. 59 and 61), found verdicts upon which judgments were rendered for the plaintiff, (p. 30). The appellate court held that those acts, admissions and declarations of Moseley estopped him from claiming as administrator, and that what barred *him* in the character of administrator barred those who were joined with him as co-plaintiffs in the same character, *Camp* vs. *Moseley &c.*, 2 Florida, 198. This conclusion was thought the more reasonable, because there were acts and declarations of *Hiram Manly*, as well as Moseley, and the suits brought by the administartors did not involve Mrs. Manly's claim to dower, *Ponder* vs. *Moseley &c.*, 2 Florida, 273.

Mrs. Manly was a married woman until 1852, when her second husband died, (p. 14). Soon after the removal of the disability of coverture, to wit: in May, 1854, she filed her bill, claiming preference over all others to a life estate in one-third of the slaves whereof Parkhill was possessed at the time of his death, part only of which were embraced in his mortgage, (see p. 75); and seeking to recover what is reasonable and just in respect of the hires and profits as a compensation for the loss and injury sustained by reason of the deprivation of the use of her third of said slaves, (p. 22, 3); and asking that her share of the slaves be decreed to be free from the claims of all debts due by Parkhill, save and except the debts secured by his mortgages.

A list of the slaves taken possession of by each of the

defendants, is on p. 24, 5, and it is in the main uncontroverted. Sec p. 82, 3.

Answers are filed of the Union Bank p. 83–5; Moseley p. 85–7; David Wilson and others, p. 74, 5; and Robert H. Gamble and others, p. 87–9.

P. 89–91 is an amended bill; and p. 91, 2, an answer thereto by all the defendants who had answered the original bill. P. 92 is an answer for the administrator of Zachariah Jenkins.

The only defendant within the jurisdiction who has not answered is Solomon Matthers, and against him the bill is taken *pro confesso*, (p. 93).

Notwithstanding the construction of the statute made by the Court of Appeals of Florida in 1834, in *McCall* vs. *McCall* (p. 96–98), and in 1845, in *Betton* vs. *Ryan* (p. 94–96), the District Court of the United States decreed that the bill be dismissed (p. 105, 6). The appeal is from that decree.

POINTS AND AUTHORITIES.

I. Under the statute of Florida concerning dower, the Supreme Court of that State has settled that "dower" means not only the common law provision of a life estate in one-third of the real estate, but also the other provision secured by that act, viz: an interest in slaves and other personal property; that this dower interest of the widow in the personal estate of her husband is a preferred right, standing above all other claims even higher than creditors. *Smith and Wife* vs. *Hines*, 10 Florida, 284. Though in Virginia, the widow's claim to a provision from the *personal* estate is in subordination to the claims of creditors (*Lightfoot's ex'r, &c.* vs. *Colgin and wife*, 5 Munf. 80), yet it is held to be otherwise in Florida, under the provision of the statute, placing her in the position of a *preferred* claimant, 10 Florida, 293. The creditors cannot take the whole of the personal, any more than they could of the real estate, and altogether defeat the widow's dower interest. What they can legally subject to their debts, is only the husband's estate, subject to his widow's dower interest.

II. Her rights are no wise impaired by the sale under the execution upon the judgment of the Union Bank, be-

cause, even though the judgment had been legal and never reversed, yet the action being merely on a note, and not to enforce a specific lien, the judgment in that action entitles those obtaining it to stand on no higher footing than creditors at large, and according to *McCall* vs. *McCall* (p. 98), and *Smith and wife* vs. *Hines*, the widow cannot be deprived of her dower right by such creditors or by any persons claiming under them. Nor will the charter of the Union Bank help the defendants, because even though there had been under that charter a lien valid against the doweress, which is denied (see bill, p 20, amended bill p. 90, petition p. 5, 6, 7,) yet the sale was not by virtue of such lien, nor has there been any proper proceeding to enforce it. Even if the widow's dower of what was under mortgage was to bear a pro rata part of the burthen of that mortgage, yet, according to *Betton* vs. *Ryan* (p. 95), she is entitled to the hires and profits of that part until the mortgage is forfeited, and the forfeiture enforced by a proper proceeding.

III. The rights of the doweress are not impaired by the refusal to grant an injunction to restrain the sale of the slaves, because—1. There is not produced any proper *record* evidence to show the fact, still less the ground of such refusal, and 2—what occurred upon a mere application for an injunction cannot operate as a *bar*. Neither are her rights impaired by the judgment of the appellate court in the action aginst Ponder, inasmuch as that judgment was granted upon matters available only against Moseley or Hiram Manly, as administrators, and moreover she was under the disability of coverture at the time those matters occurred, and at the time that judgment was rendered. See bill p. 20 and petition p. 5.

IV. She was under that disability when her right was first denied, and she was prevented from recovering her third of the hires and profits of the slaves; and that disability continued until a short time before this suit was brought, and therefore she is not barred by the statute of limitation or the lapse of time. *Demarest* vs. *Wynkoop* 3 Johns. ch. Rep. 136; *Waller* vs. *Armstead's adm'r*, 2 Leigh, 11; *Hansford & wife* vs. *Elliott &c.*, 9 Id. 79.

V. The defence of purchaser for valuable consideration will not avail against the doweress—1. Because the purchase was *with notice* of her claim (see p. 52. 3, 56, 3; and 103; and—2 Because she is pursuing a legal title, *Williams* vs. *Lambe*, 3 Brown's C. R. 264. Not-

withstanding what is said in 3 Sugd on Vend. ch. 24, p. 496, this point appears to be concluded by the weight of authority, *Snelgrove, &c.* vs. *Snelgrove, &c.*, 4, Dessauss. 289; 1. Roper, on property, ch. 9, sec. 5, p 446-451. Tne defence is of no avail against the legal title, *Collins* vs. *Archer*, 1 Russ & Mylne, 284, 4 Cond, Eng., ch. K; 1 Story's Eq. sec. 630; *Blain* vs. *Harrison*, 11 Illinois (1 Peck), 388.

VI. In 1855, when the case was brought to a hearing, it was, in every respect, proper for a court of chancery to pass a decree thereon, *Herbert, &c.* vs. *Wren, &c.*, 7 ranch, 296, 7, 1 Story's Eq., sec. 624-632. The District Court erred in dismissing the bill. Its decree being erroneous, should now be reversed with costs, and such decree made as the district court should *then* have made. Therefore, it is unnecessary, upon this occasion, to consider the effect of the President's proclamations of the 22d of September, 1862, or 1st of January, 1863. (acts of Congress appendix, 1, 11, 111. Whether these proclamations were warranted by the Constitution or not they cannot prevent the plaintiffs recovering what the defendants are liable for in respect of profits actually received. *Mittelholzer* vs. *Fullarton*, 6 Adol. & El., N. S., 1018, 51 Eng. C. L. The cause should be remanded for such enquiries and report to be made by a commissioner, as may appear necessary under the law of Florida (May, &c., vs. May and wife, 7 Florida, 221), and for a final decision thereupon.

Cox. Robinson
with 3 for pltfs in error
Jun Archer Clerk

~~CONWAY ROBINSON~~, with ~~Wm. Archer Cocke~~ } ~~for pl'ffs~~ in error.

The petition of the appellants and the bill filed in the court below, to which reference is made, shew very fully the history of the case.

It is claimed that the appellant, Martha Ann Johns, was entitled to dower in the slave property of which her former husband, Samuel Parkhill, died seized and possessed, a list of which is appended to the bill, the truth of which is admitted. As to the right of the widow to dower in the case reference may be had to Thompson'a Dig. of the laws of Florida, p. 185, sec. 2, and note (b), on same page.

The appellant never relinquished her dower in the slaves, as was required by the act incorporating the Union Bank. Thompson's Dig., p. 286, sec. 8, and p. 289, sec. 14.

Upon the death of Samuel Parkhill, her right to dower was absolutely vested under the statute, which gives such claim "preference over all others;" and no judgment could divest her of this right. The judgment rendered on the 20th of March, 1845, under which the property was sold, was illegal, (see petition of the appellants, p. 5 of record, and the reasons therein given; also bill of complaint, p. 19 of record.)

The court is referred to the 1, 2, 2, 3, 4, 5, 6, points suggested in the petition, p. 7, of record, as grounds of error in the judgment of the court below.

It is in proof, and not denied, that the purchasers of slaves under the execution sales, had notice, before purchasing, of the lien of the widow's dower, (see testimony of James F. Archer and others, record, p. 57. But if thero had been no notice, the weight of authority is decidedly in favor of the widow's claim for dower, without notice. (See 1, Story Eq., Redfield's Ed., p. 596, and the various authorities cited by Mr. Redfield in note on same page).

The widow having an existing legal right at the time of the sale of the slaves, is entitled to the value and hire, or interest on the value, from 1845, the time when she was deprived of them, until the time they ceased to exist as slaves. And each annual hire is chargeable with interest at the rate of interest under the laws of Florida, until paid.

In the answer to the bill of the complainant, reliance is placed

upon the decision of the Sup. Ct. of the State of Florida, in the case of Ponder vs. Mosely 2, Fla. Rep., 207. Upon an examination of the case it is apparent that it does not bear upon any point on the one at bar. It was an action of *detinue*, for specific property, and the appellee pleaded that the same was purchased at a sheriff's sale. Of course a common law court was not open to questions like those involved in the present suit; nor does its decision settle the equities in a suit for dower, where the right of property had vested.

The case of Camp vs. Mosely, 2 Fla. 171, relied on by Lancaster, J. in Ponder vs. Mosely cited above, can under no legal view, be considered as authority. The point decided, and the one on which the case turned, was whether, the sheriff was liable to an administrator for trespass *vi et armis* for levying and selling under an execution legally in his hands.

The Florida statute on the subject of dower has been the subject of judicial construction. In the case of Smith & wife vs. Hines, Forward, J. in delivering the opinion, p. 284, refers to the case of Ellis & wife vs. Parish, and p 293, in reviewing the case of Lightfoot's ex'r vs. Colgin & wife, 5 Mun. 62, uses the following language: "It is also declared in the opinion of the court in this case, that the claim of the widow to the personalty, is subordinate to the claims of creditors and others." "This," says the Judge, "is doubtless so under the Virginia statute, but it is otherwise in this State, for the provision of our statute places her in the position of a preferred claimant."

Upon all the grounds appearing in the record, it is asked that the decree be reversed, and an order made requiring the defendants to settle according to their respective proportions in respect to the slaves, according to some equitable standard.

WM. ARCHER COCKE,
for Appellant.